



GENERAL SERVICES AGENCY
(Ahensian Setbision Hinirat)

Government of Guam
148 Route 1 Marine Drive, Piti Guam 96915
Tel: 475-1713 * Telefax: 472-4217; 475-1716; 475-1727

Accountability	*	Impartiality	*	Competence	*	Openness	*	Value
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INVITATION FOR BID NO. : GSA-087-16

DESCRIPTION:

EMERGENCY SHELTER PROGRAM
FOR VICTIMS OF DOMESTIC VIOLENCE AND CHILD ABUSE & NEGLECT

SPECIAL REMINDER TO PROSPECTIVE BIDDERS

Bidders are reminded to read the Sealed Bid Solicitation and Instructions, and General Terms and Conditions attached to the IFB to ascertain that all of the following requirements checked below are submitted in the bid envelope, in duplicate, at the date and time for bid opening.

- (X) **BID GUARANTEE (15% of Bid Amount) May be in the form of;**
Reference #11 on the General Terms and Conditions
- a. Cashier's Check or Certified Check
 - b. Letter of Credit
 - c. Surety Bond – Valid only if accompanied by:
 - 1. Current Certificate of Authority issued by the Insurance Commissioner;
 - 2. Power of Attorney issued by the Surety to the Resident General Agent;
 - 3. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.
- (X) **STATEMENT OF QUALIFICATION**
- () **BROCHURES/DESCRIPTIVE LITERATURE;**
- (X) **AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSION**
- a. Date of signature of the person authorized to sign the bid and the notary date must be the same.
- (X) **OTHER REQUIREMENTS:**
Non-Collusion Affidavit, D.O.L. Wage Determination Affidavit, Restriction against Sexual Offenders Affidavit, No Kickbacks or Gratuities Affidavit and Ethical Standards Affidavit, and Affidavit re Contingent Fees, Business License

This reminder must be signed and returned in the bid envelope together with the bid. Failure to comply with the above requirements may be cause for disqualification and rejection of the bid.

On this _____ day of _____, 2016, I, _____,

authorized representative of _____ acknowledge receipt of this special reminder to prospective bidders with the above referenced IFB.

Bidder Representative's Signature

Invitation for Bid: **GSA-087-16**

EMERGENCY SHELTER PROGRAM
FOR VICTIMS OF DOMESTIC VIOLENCE AND CHILD ABUSE & NEGLECT

ACKNOWLEDGEMENT RECEIPT FORM

Please be advised that to be considered a prospective bidder you must fill out this Acknowledgement receipt form. Please submit via fax to 475-1727

Acknowledgement Receipt Form must be submitted no later than three (3) days upon receipt of package.

Name _____

Signature _____

Date _____

Time _____

Contact Number _____

Fax Number _____

Contact Person regarding IFB _____

Title _____

E-Mail Address _____

Company/Firm _____

Address _____

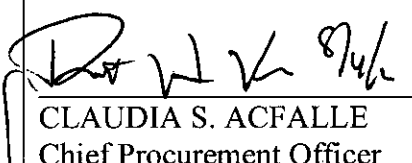
Note: GSA recommends that prospective bidders register current contact Information with GSA to ensure they receive any notices regarding any changes or update to the IFB. The procuring agency and GSA will not be liable for failure to provide notice to any party who did not register current contact information.

All questions and concerns in regards to this bid must be submitted via fax attention to the Chief Procurement Officer, General Services Agency no later than 8/12/2016 at 5:00pm close of business.

INVITATION FOR BID

ISSUING OFFICE:

GENERAL SERVICES AGENCY
GOVERNMENT OF GUAM
148 ROUTE 1, MARINE DRIVE
PITI, GUAM 96915



CLAUDIA S. ACFALLE
Chief Procurement Officer

DATE ISSUED: August 8, 2016

BID INVITATION NO: GSA-087-16

BID FOR: EMERGENCY SHELTER PROGRAM FOR VICTIMS OF DOMESTIC VIOLENCE AND CHILD ABUSE & NEGLECT

SPECIFICATION: See Attached

DESTINATION: DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES

REQUIRED DELIVERY DATE: 10 Days Upon Receipt of Purchase Order. Effectuated Date: 10/01/16.

For a period of one (1) year with an option to renew on a year to year basis for seven (7) additional years upon availability of funds. (Refer to page: 29 OF 50 Contract Terms)

INSTRUCTION TO BIDDERS:

INDICATE WHETHER: ☐ INDIVIDUAL ☐ PARTNERSHIP ☐ CORPORATION

INCORPORATED IN: _____

This bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time) 11:00am Date: 8/24/16 and shall be publicly opened. Bid submitted after the time and date specified above shall be rejected. See attached General Terms and Conditions, and Sealed Bid Solicitation for details.

The undersigned offers and agrees to furnish within the time specified, the articles and services at the price stated opposite the respective items listed on the schedule provided, unless otherwise specified by the bidder. In consideration to the expense of the Government in opening, tabulating, and evaluating this and other bids, and other considerations, the undersigned agrees that this bid remain firm and irrevocable within 90 calendar days from the date opening to supply any or all the items which prices are quoted.

NAME AND ADDRESS OF BIDDER:

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS BID:

AWARD: CONTRACT NO.: _____ AMOUNT: _____ DATE: _____

ITEM NO(S). AWARDED: _____

CONTRACTING OFFICER:

CLAUDIA S. ACFALLE
Chief Procurement Officer

NAME AND ADDRESS OF CONTRACTOR:

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS CONTRACT:

AFFIDAVIT RE ETHICAL STANDARDS

CITY OF _____)
) ss.
ISLAND OF GUAM)

_____ [state name of affiant signing below], being first duly sworn, deposes and says that:

The affiant is _____ [state one of the following: the offeror, a partner of the offeror, an officer of the offeror] making the foregoing identified bid or proposal. To the best of affiant's knowledge, neither affiant nor any officers, representatives, agents, subcontractors or employees of offeror have knowingly influenced any government of Guam employee to breach any of the ethical standards set forth in 5 GCA Chapter 5, Article 11. Further, affiant promises that neither he or she, nor any officer, representative, agent, subcontractor, or employee of offeror will knowingly influence any government of Guam employee to breach any ethical standards set forth in 5 GCA Chapter 5, Article 11. These statements are made pursuant to 2 GAR Division 4 § 11103(b).

Signature of one of the following:

Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me
this _____ day of _____, 201__.

NOTARY PUBLIC
My commission expires _____, _____

AFFIDAVIT re NO GRATUITIES or KICKBACKS

CITY OF _____)
) ss.
ISLAND OF GUAM)

_____ [state name of affiant signing below], being
first duly sworn, deposes and says that:

1. The name of the offering firm or individual is [state name of offeror company] _____ Affiant is _____ [state one of the following: the offeror, a partner of the offeror, an officer of the offeror] making the foregoing identified bid or proposal.

2. To the best of affiant's knowledge, neither affiant, nor any of the offerors officers, representatives, agents, subcontractors, or employees have violated, are violating the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 § 11107(e). Further, affiant promises, on behalf of offeror, not to violate the prohibition against gratuities and kickbacks as set forth in 2 GAR Division 4 § 11107(e).

3. To the best of affiant's knowledge, neither affiant, nor any of the offerors officers, representatives, agents, subcontractors, or employees have offered, given or agreed to give, any government of Guam employee or former government employee, any payment, gift, kickback, gratuity or offer of employment in connection with the offerors proposal.

4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offerors officers, representatives, agents, subcontractors, and employees.

Signature of one of the following:

Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me

this _____ day of _____, 201__.

NOTARY PUBLIC

My commission expires _____, _____.

Special Provisions

**Restriction against Sex Offenders Employed by service providers to
Government of Guam from working on Government Property.**

If a contract for services is awarded to the bidder or offeror, then the service provider must warranty that no person in its employment who has been convicted of a sex offense under the provisions of chapter 25 of Title 9 of Guam code Annotated or of an offense defined in Article 2 of chapter 28 of Title 9 of the Guam Code annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry, shall provide services on behalf of the service provider while on government of Guam property, with the exception of public highways. If any employee of a service provider is providing services on government property and is convicted subsequent to an award of a contract, then the service provider warrants that it will notify the Government of the conviction within twenty-four (24) hours of the conviction, and will immediately remove such convicted person from providing services on government property. If the service provider is found to be in violation of any of the provisions of this paragraph, then the government will give notice to the service provider to take corrective action. The service provider shall take corrective action within twenty-four (24) hours of notice from the Government, and the service provider shall notify the Government when action has been taken. If the service providers fail to take corrective steps within twenty-four (24) hours of notice from the Government, then the Government in its sole discretion may suspend temporarily and contract for services until corrective action has been taken.

	Date
Signature of Bidder	
Proposer, if an individual;	
Partner, if a partnership;	
Officer, if a corporation.	

Subscribed and sworn before me this _____ day of _____, 2016

Notary Public

FORM E

DECLARATION RE COMPLIANCE WITH U.S. D.O.L. WAGE DETERMINATION

Procurement No: GSA-087-16

EMERGENCY SHELTER PROGRAM FOR VICTIMS OF DOMESTIC VIOLENCE AND CHILD ABUSE & NEGLECT

Name of Offeror Company: _____ hereby certifies under penalty of perjury:

- (1) That I am _____ (the offeror, a partner of the offeror, an officer of the offeror) making the bid or proposal in the foregoing identified procurement;
- (2) That I have read and understand the provisions of 5 GCA § 5801 and § 5802 which read:

§ 5801. Wage Determination Established.

In such cases where the government of Guam enters into contractual arrangements with a sole proprietorship, a partnership or a corporation ("contractor") for the provision of a service to the government of Guam, and in such cases where the contractor employs a person(s) whose purpose, in whole or in part, is the direct delivery of service contracted by the government of Guam, then the contractor shall pay such employee(s) in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the government of Guam.

The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to a contractor by the government of Guam shall be used to determine wages, which shall be paid to employees pursuant to this Article. Should any contract contain a renewal clause, then at the time of renewal adjustments, there shall be made stipulations contained in that contract for applying the Wage Determination, as required by this Article, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply.

§ 5802. Benefits.

In addition to the Wage Determination detailed in this Article, any contract to which this Article applies shall also contain provisions mandating health and similar benefits for employees covered by this Article, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor, and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee.

- (3) That the offeror is in full compliance with 5 GCA § 5801 and § 5802, as may be applicable to the procurement referenced herein;
- (4) That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor. [INSTRUCTIONS – Please attach!]

Signature

Date

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of		Wage Determination No.: 2005-2147
Director	Wage Determinations		Revision No.: 19
			Date Of Revision: 12/29/2015

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Service Contract Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: Guam, Northern Marianas, Wake Island

Area: Guam Statewide
 Northern Marianas Statewide
 Wake Island Statewide

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.50
01012 - Accounting Clerk II		13.53
01013 - Accounting Clerk III		15.59
01020 - Administrative Assistant		17.67
01040 - Court Reporter		15.38
01051 - Data Entry Operator I		10.48
01052 - Data Entry Operator II		11.99
01060 - Dispatcher, Motor Vehicle		13.06
01070 - Document Preparation Clerk		12.25
01090 - Duplicating Machine Operator		12.25
01111 - General Clerk I		10.29
01112 - General Clerk II		11.28
01113 - General Clerk III		12.32
01120 - Housing Referral Assistant		17.15
01141 - Messenger Courier		10.12
01191 - Order Clerk I		11.23
01192 - Order Clerk II		12.25
01261 - Personnel Assistant (Employment) I		14.33
01262 - Personnel Assistant (Employment) II		14.90
01263 - Personnel Assistant (Employment) III		16.48
01270 - Production Control Clerk		18.34
01280 - Receptionist		9.67
01290 - Rental Clerk		11.10
01300 - Scheduler, Maintenance		13.75
01311 - Secretary I		13.75
01312 - Secretary II		15.38
01313 - Secretary III		17.15
01320 - Service Order Dispatcher		11.57
01410 - Supply Technician		17.67
01420 - Survey Worker		15.26
01531 - Travel Clerk I		11.61
01532 - Travel Clerk II		12.57
01533 - Travel Clerk III		13.44
01611 - Word Processor I		12.25
01612 - Word Processor II		13.75
01613 - Word Processor III		15.38
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		13.34
05010 - Automotive Electrician		13.06
05040 - Automotive Glass Installer		12.10
05070 - Automotive Worker		12.10
05110 - Mobile Equipment Servicer		8.59
05130 - Motor Equipment Metal Mechanic		13.06
05160 - Motor Equipment Metal Worker		12.10
05190 - Motor Vehicle Mechanic		13.06
05220 - Motor Vehicle Mechanic Helper		10.12

05250 - Motor Vehicle Upholstery Worker	12.10
05280 - Motor Vehicle Wrecker	12.10
05310 - Painter, Automotive	12.37
05340 - Radiator Repair Specialist	12.10
05370 - Tire Repairer	7.81
05400 - Transmission Repair Specialist	12.10
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.47
07041 - Cook I	9.54
07042 - Cook II	11.78
07070 - Dishwasher	7.25
07130 - Food Service Worker	7.78
07210 - Meat Cutter	11.86
07260 - Waiter/Waitress	7.59
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	14.38
09040 - Furniture Handler	8.85
09080 - Furniture Refinisher	14.38
09090 - Furniture Refinisher Helper	10.66
09110 - Furniture Repairer, Minor	12.51
09130 - Upholsterer	14.38
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.23
11060 - Elevator Operator	8.23
11090 - Gardener	10.99
11122 - Housekeeping Aide	8.33
11150 - Janitor	8.23
11210 - Laborer, Grounds Maintenance	9.14
11240 - Maid or Houseman	7.25
11260 - Pruner	8.23
11270 - Tractor Operator	10.33
11330 - Trail Maintenance Worker	9.14
11360 - Window Cleaner	9.14
12000 - Health Occupations	
12010 - Ambulance Driver	15.81
12011 - Breath Alcohol Technician	15.81
12012 - Certified Occupational Therapist Assistant	21.70
12015 - Certified Physical Therapist Assistant	21.70
12020 - Dental Assistant	13.20
12025 - Dental Hygienist	29.85
12030 - EKG Technician	23.96
12035 - Electroneurodiagnostic Technologist	23.96
12040 - Emergency Medical Technician	15.81
12071 - Licensed Practical Nurse I	14.14
12072 - Licensed Practical Nurse II	15.81
12073 - Licensed Practical Nurse III	17.63
12100 - Medical Assistant	11.54
12130 - Medical Laboratory Technician	14.14
12160 - Medical Record Clerk	11.82
12190 - Medical Record Technician	13.59
12195 - Medical Transcriptionist	14.14
12210 - Nuclear Medicine Technologist	34.75
12221 - Nursing Assistant I	10.03
12222 - Nursing Assistant II	11.30
12223 - Nursing Assistant III	12.31
12224 - Nursing Assistant IV	13.84
12235 - Optical Dispenser	15.81
12236 - Optical Technician	14.14
12250 - Pharmacy Technician	13.41
12280 - Phlebotomist	13.84
12305 - Radiologic Technologist	22.64
12311 - Registered Nurse I	20.70
12312 - Registered Nurse II	25.32
12313 - Registered Nurse II, Specialist	25.32
12314 - Registered Nurse III	30.64
12315 - Registered Nurse III, Anesthetist	30.64
12316 - Registered Nurse IV	36.72
12317 - Scheduler (Drug and Alcohol Testing)	19.59
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	15.06
13012 - Exhibits Specialist II	18.66
13013 - Exhibits Specialist III	22.83
13041 - Illustrator I	15.06
13042 - Illustrator II	18.66
13043 - Illustrator III	22.83

13047 - Librarian	20.66
13050 - Library Aide/Clerk	12.00
13054 - Library Information Technology Systems Administrator	18.66
13058 - Library Technician	15.06
13061 - Media Specialist I	13.46
13062 - Media Specialist II	15.06
13063 - Media Specialist III	16.80
13071 - Photographer I	12.82
13072 - Photographer II	14.32
13073 - Photographer III	17.75
13074 - Photographer IV	21.73
13075 - Photographer V	26.30
13110 - Video Teleconference Technician	12.91
14000 - Information Technology Occupations	
14041 - Computer Operator I	13.65
14042 - Computer Operator II	15.76
14043 - Computer Operator III	17.56
14044 - Computer Operator IV	19.50
14045 - Computer Operator V	21.81
14071 - Computer Programmer I	(see 1) 15.73
14072 - Computer Programmer II	(see 1) 19.50
14073 - Computer Programmer III	(see 1) 23.84
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1) 24.23
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	13.65
14160 - Personal Computer Support Technician	19.50
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	24.23
15020 - Aircrew Training Devices Instructor (Rated)	29.32
15030 - Air Crew Training Devices Instructor (Pilot)	33.30
15050 - Computer Based Training Specialist / Instructor	24.23
15060 - Educational Technologist	22.82
15070 - Flight Instructor (Pilot)	33.30
15080 - Graphic Artist	20.47
15090 - Technical Instructor	17.65
15095 - Technical Instructor/Course Developer	21.58
15110 - Test Proctor	13.87
15120 - Tutor	13.87
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.08
16030 - Counter Attendant	8.08
16040 - Dry Cleaner	9.34
16070 - Finisher, Flatwork, Machine	8.08
16090 - Presser, Hand	8.08
16110 - Presser, Machine, Dry-cleaning	8.08
16130 - Presser, Machine, Shirts	8.08
16160 - Presser, Machine, Wearing Apparel, Laundry	8.08
16190 - Sewing Machine Operator	9.86
16220 - Tailor	10.33
16250 - Washer, Machine	8.46
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	14.49
19040 - Tool And Die Maker	18.20
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	12.49
21030 - Material Coordinator	18.34
21040 - Material Expediter	18.34
21050 - Material Handling Laborer	10.65
21071 - Order Filler	9.66
21080 - Production Line Worker (Food Processing)	12.49
21110 - Shipping Packer	13.33
21130 - Shipping/Receiving Clerk	13.33
21140 - Store Worker I	13.23
21150 - Stock Clerk	18.58
21210 - Tools And Parts Attendant	12.49
21410 - Warehouse Specialist	12.49
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	20.69
23021 - Aircraft Mechanic I	19.70
23022 - Aircraft Mechanic II	20.69
23023 - Aircraft Mechanic III	21.74
23040 - Aircraft Mechanic Helper	13.70

23050 - Aircraft, Painter	18.50
23060 - Aircraft Servicer	16.09
23080 - Aircraft Worker	17.38
23110 - Appliance Mechanic	14.49
23120 - Bicycle Repairer	9.74
23125 - Cable Splicer	15.43
23130 - Carpenter, Maintenance	13.00
23140 - Carpet Layer	13.55
23160 - Electrician, Maintenance	14.99
23181 - Electronics Technician Maintenance I	14.72
23182 - Electronics Technician Maintenance II	15.05
23183 - Electronics Technician Maintenance III	18.31
23260 - Fabric Worker	12.60
23290 - Fire Alarm System Mechanic	15.43
23310 - Fire Extinguisher Repairer	11.67
23311 - Fuel Distribution System Mechanic	15.43
23312 - Fuel Distribution System Operator	13.01
23370 - General Maintenance Worker	11.95
23380 - Ground Support Equipment Mechanic	19.70
23381 - Ground Support Equipment Servicer	16.09
23382 - Ground Support Equipment Worker	17.38
23391 - Gunsmith I	11.67
23392 - Gunsmith II	13.55
23393 - Gunsmith III	15.43
23410 - Heating, Ventilation And Air-Conditioning Mechanic	15.76
23411 - Heating, Ventilation And Air-Conditioning Mechanic (Research Facility)	16.55
23430 - Heavy Equipment Mechanic	15.15
23440 - Heavy Equipment Operator	13.73
23460 - Instrument Mechanic	15.43
23465 - Laboratory/Shelter Mechanic	14.49
23470 - Laborer	10.65
23510 - Locksmith	14.49
23530 - Machinery Maintenance Mechanic	17.38
23550 - Machinist, Maintenance	15.43
23580 - Maintenance Trades Helper	9.92
23591 - Metrology Technician I	15.43
23592 - Metrology Technician II	16.41
23593 - Metrology Technician III	17.37
23640 - Millwright	15.43
23710 - Office Appliance Repairer	14.38
23760 - Painter, Maintenance	13.55
23790 - Pipefitter, Maintenance	15.32
23810 - Plumber, Maintenance	14.38
23820 - Pneudraulic Systems Mechanic	15.43
23850 - Rigger	15.43
23870 - Scale Mechanic	13.55
23890 - Sheet-Metal Worker, Maintenance	15.21
23910 - Small Engine Mechanic	13.55
23931 - Telecommunications Mechanic I	19.01
23932 - Telecommunications Mechanic II	19.76
23950 - Telephone Lineman	18.24
23960 - Welder, Combination, Maintenance	14.66
23965 - Well Driller	15.43
23970 - Woodcraft Worker	15.43
23980 - Woodworker	11.67
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.09
24580 - Child Care Center Clerk	12.58
24610 - Chore Aide	12.43
24620 - Family Readiness And Support Services Coordinator	12.44
24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	15.43
25040 - Sewage Plant Operator	14.49
25070 - Stationary Engineer	15.43
25190 - Ventilation Equipment Tender	10.73
25210 - Water Treatment Plant Operator	14.49
27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.90
27007 - Baggage Inspector	7.35
27008 - Corrections Officer	12.05
27010 - Court Security Officer	12.05

27030 - Detection Dog Handler	10.90
27040 - Detention Officer	12.05
27070 - Firefighter	12.05
27101 - Guard I	7.37
27102 - Guard II	10.90
27131 - Police Officer I	12.05
27132 - Police Officer II	13.40
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	9.53
28042 - Carnival Equipment Repairer	10.08
28043 - Carnival Equipment Worker	7.78
28210 - Gate Attendant/Gate Tender	13.18
28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	14.74
28510 - Recreation Aide/Health Facility Attendant	10.76
28515 - Recreation Specialist	18.26
28630 - Sports Official	11.74
28690 - Swimming Pool Operator	17.71
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	15.20
29020 - Hatch Tender	15.20
29030 - Line Handler	15.20
29041 - Stevedore I	14.22
29042 - Stevedore II	16.25
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	17.49
30022 - Archeological Technician II	19.56
30023 - Archeological Technician III	24.21
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	21.93
30061 - Drafter/CAD Operator I	17.49
30062 - Drafter/CAD Operator II	19.56
30063 - Drafter/CAD Operator III	20.74
30064 - Drafter/CAD Operator IV	24.21
30081 - Engineering Technician I	14.62
30082 - Engineering Technician II	16.41
30083 - Engineering Technician III	18.36
30084 - Engineering Technician IV	22.34
30085 - Engineering Technician V	27.83
30086 - Engineering Technician VI	33.66
30090 - Environmental Technician	21.10
30210 - Laboratory Technician	20.74
30240 - Mathematical Technician	23.34
30361 - Paralegal/Legal Assistant I	19.06
30362 - Paralegal/Legal Assistant II	21.53
30363 - Paralegal/Legal Assistant III	26.35
30364 - Paralegal/Legal Assistant IV	30.80
30390 - Photo-Optics Technician	21.93
30461 - Technical Writer I	22.17
30462 - Technical Writer II	27.10
30463 - Technical Writer III	32.79
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	20.74
Surface Programs	
30621 - Weather Observer, Senior (see 2)	23.00
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	8.15
31030 - Bus Driver	9.69
31043 - Driver Courier	8.97
31260 - Parking and Lot Attendant	7.25
31290 - Shuttle Bus Driver	9.99
31310 - Taxi Driver	8.21
31361 - Truck-driver, Light	8.97
31362 - Truck-driver, Medium	11.61
31363 - Truck-driver, Heavy	12.48
31364 - Truck-driver, Tractor-Trailer	12.48

99000 - Miscellaneous Occupations	
99030 - Cashier	7.46
99050 - Desk Clerk	9.70
99095 - Embalmer	22.74
99251 - Laboratory Animal Caretaker I	16.24
99252 - Laboratory Animal Caretaker II	17.04
99310 - Mortician	22.74
99410 - Pest Controller	13.28
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	10.76
99711 - Recycling Specialist	16.27
99730 - Refuse Collector	10.24
99810 - Sales Clerk	8.95
99820 - School Crossing Guard	15.03
99830 - Survey Party Chief	20.30
99831 - Surveying Aide	11.54
99832 - Surveying Technician	15.00
99840 - Vending Machine Attendant	20.19
99841 - Vending Machine Repairer	23.57
99842 - Vending Machine Repairer Helper	20.19

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 4 weeks after 3 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If You work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination.

Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. . Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

AFFIDAVIT re NON-COLLUSION

CITY OF _____)
) ss.
ISLAND OF GUAM)

_____ [state name of affiant signing below], being first duly sworn, deposes
and says that:

1. The name of the offering company or individual is [state name of company]

2. The proposal for the solicitation identified above is genuine and not collusive or a sham. The offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any other offeror or person, to put in a sham proposal or to refrain from making an offer. The offeror has not in any manner, directly or indirectly, sought by an agreement or collusion, or communication or conference, with any person to fix the proposal price of offeror or of any other offeror, or to fix any overhead, profit or cost element of said proposal price, or of that of any other offeror, or to secure any advantage against the government of Guam or any other offeror, or to secure any advantage against the government of Guam or any person interested in the proposed contract. All statements in this affidavit and in the proposal are true to the best of the knowledge of the undersigned. This statement is made pursuant to 2 GAR Division 4 § 3126(b).

3. I make this statement on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

Signature of one of the following:

Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me

this _____ day of _____, 201__.

NOTARY PUBLIC

My commission expires _____, _____.

AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSION

CITY OF _____)
) ss.
ISLAND OF GUAM)

A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the offeror and that [please check only one]:

- [] The offeror is an individual or sole proprietor and owns the entire (100%) interest in the offering business.
- [] The offeror is a corporation, partnership, joint venture, or association known as _____ [please state name of offeror company], and the persons, companies, partners, or joint venturers who have held more than 10% of the shares of interest in the offering business during the 365 days immediately preceding the submission date of the proposal are as follows [if none, please so state]

<u>Name</u>	<u>Address</u>	<u>% of Interest</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

B. Further, I say that the persons who have received or are entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid or proposal for which this affidavit is submitted are as follows [if none, please so state]:

<u>Name</u>	<u>Address</u>	<u>Compensation</u>
_____	_____	_____

C. If the ownership of the offering business should change between the time this affidavit is made and the time an award is made or a contract is entered into, then I promise personally to update the disclosure required by 5 GCA §5233 by delivering another affidavit to the government.

Signature of one of the following:
Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me
this ____ day of _____, 201__.

NOTARY PUBLIC
My commission expires _____

AFFIDAVIT re CONTINGENT FEES

CITY OF _____)
) ss.
ISLAND OF GUAM)

_____[state name of affiant signing below], being first sworn,
deposes and says that:

1. The name of the offering company or individual is [state name of company]

2. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. This statement is made pursuant to 2 GAR Division 4 § 11108(f).

3. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained a person to solicit or secure a contract with the government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. This statement is made pursuant to 2 GAR Division 4 § 11108(f).

4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

Signature of one of the following:

Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me
this _____ day of _____, 201_____

NOTARY PUBLIC
My commission expires _____

GOVERNMENT OF GUAM

GENERAL SERVICES AGENCY
148 Route 1, Marine Corp. Drive
Piti, Guam 96915

BID BOND
NO. _____

KNOW ALL MEN BY THESE PRESENTS that _____, as
Principal hereinafter called the Principal, and (Bonding Company), _____
A duly admitted insurer under the laws of the Territory of Guam, as Surety, hereinafter called the Surety are
Held firmly bound unto the Territory of Guam for the sum of _____
_____ Dollars (\$ _____), for Payment of which sum will
and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for (identify project by number and brief description)

NOW, THEREFORE, if the Territory of Guam shall accept the bid of the Principal and the Principal shall
enter into a Contract with the Territory of Guam in accordance with the terms of such bid, and give such
bond or bonds as may be specified in bidding or Contract Documents with good and sufficient surety for the
faithful performance of such Contract and for the prompt payment of labor and material furnished in the
prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond
or bonds, if the Principal shall pay to the Territory of Guam the difference not to exceed the penalty hereof
between the amounts specified in said bid and such larger amount for which the Territory of Guam may in
good faith contract with another party to perform work covered by said bid or an appropriate liquidated
amount as specified in the Invitation for Bids then this obligation shall be null and void, otherwise to remain
full force and effect.

Signed and sealed this _____ day of _____ 2016

(SEAL)

(PRINCIPAL)

(WITNESS)

(TITLE)

(MAJOR OFFICER OF SURETY)

(TITLE)

(MAJOR OFFICER OF SURETY)

(TITLE)

(RESIDENT GENERAL AGENT)

INSTRUCTION TO PROVIDERS:

NOTICE to all Insurance and Bonding Institutions:

The Bond requires the signatures of the Vendor, two (2) major Officers of the Surety and Resident General Agent, if the Surety is a foreign or alien surety.

When the form is submitted to General Services Agency, it should be accompanied with copies of The following:

1. Current Certificate of Authority to do business on Guam issued by the Department of Revenue and Taxation.
2. Power of Attorney issued by the Surety to the Resident General Agent.
3. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.

Bonds, submitted as Bid Guarantee, without signatures and supporting documents are invalid and Bids will be rejected.

**GOVERNMENT OF GUAM
GENERAL TERMS AND CONDITIONS**

SEALED BID SOLICITATION AND AWARD

Only those Boxes checked below are applicable to this bid.

- [X] 1. **AUTHORITY:** This solicitation is issued subject to all the provision of the Guam Procurement Act (5GCA, Chapter 5) and the Guam Procurement Regulations (copies of both are available at the Office of the Complier of laws, Department of Law, copies available for inspection at General Services Agency). It requires all parties involved in the Preparation, negotiation, performance, or administration of contracts to act in good faith.
- [X] 2. **GENERAL INTENTION:** Unless otherwise specified, it is the declared and acknowledged intention and meaning of these General Terms and conditions for the bidder to provide the Government of Guam (Government) with specified services or with materials, supplies or equipment completely assembled and ready for use.
- [X] 3. **TAXES:** Bidders are cautioned that they are subject to Guam Income Taxes as well as all other taxes on Guam Transactions. Specific information on taxes may be obtained from the Director of Revenue and Taxation.
- [X] 4. **LICENSING:** Bidders are cautioned that the Government will not consider for award any offer submitted by a bidder who has not complied with the Guam Licensing Law. Specific information on licenses may be obtained from the Director of Revenue and Taxation.
- [X] 5. **LOCAL PROCUREMENT PREFERENCE:** All procurement of supplies and services where possible, will be made from among businesses licensed to do business on Guam in accordance with section 5008 of the Guam Procurement Act (5GCA, Chapter 5) and Section 1-104 of the Guam Procurement Regulations.
- [X] 6. **COMPLIANCE WITH SPECIFICATIONS AND OTHER SOLICITATION REQUIREMENTS:**
Bidders shall comply with all specifications and other requirements of the Solicitation.
- [] 7. **“ALL OR NONE” BIDS:** NOTE: By checking this item, the Government is requesting all of the bid items to be bid or none at all. The Government will not award on an itemized basis.
- [X] 8. **INDEPENDENT PRICE DETERMINATION:** The bidder, upon signing the Invitation for Bid, certifies that the prices in his bid were derived at without collusion, and acknowledge that collusion and anti-competitive practices are prohibited by law. Violations will be subject to the provision of Section 5651 of that of the Guam Procurement Act. Other existing civil, criminal or administrative remedies are not impaired and may be in addition to the remedies in Section 5651 of the Government code.
- [X] 9. **BIDDER'S PRICE:** The Government will consider not more than two (2) (Basic and Alternate) item prices and the bidder shall explain fully each price if supplies, materials, equipment, and/or specified services offered comply with specifications and the products origin. Where basic or alternate bid meets the minimum required specification, cost and other factors will be considered. Failure to explain this requirement will result in rejection of the bid.
- [X] 10. **BID ENVELOPE:** Envelope shall be sealed and marked with the bidder's name, Bid number, time, date and place of Bid Opening.
- [X] 11. **BID GUARANTEE REQUIREMENT:** Bidder is required to submit a Bid Guarantee Bond or standby irrevocable Letter of Credit or Certified Check or Cashier's Check in the same bid envelope to be held by the Government pending award. The Bid Guarantee Bond, Letter of Credit, Certified Check or Cashier's Check must be issued by any local surety or banking institution licensed to do business on Guam and made payable to the Treasure of Guam in the amount of fifteen percent (15%) of his highest total bid offer. The Bid Bond must be submitted on Government Standard Form BB-1 (copy enclosed). Personal Checks will not be accepted as Bid Guarantee. If a successful Bidder (contractor) withdraws from the bid or fails to enter into contract within the prescribed time, such Bid guarantee will be forfeited to the Government of Guam. Bids will be disqualified if not accompanied by Bid Bond, Letter of Credit, Certified Check or Cashier's check. Bidder must include in his/her bid, valid copies of a Power of Attorney from the Surety and a Certificate of Authority from the Government of Guam to show proof that the surety company named on the bond instrument is authorized by the Government of Guam and qualified to do business on Guam. For detailed information on bonding matters, contact the Department of Revenue and Taxation. Failure to submit a valid Power of Attorney and Certificate of Authority on the surety is cause for rejection of bid. **Pursuant to 5 GCA § 5212, all competitive sealed bidding for the procurement of supplies or services exceeding \$25,000.00 a 15% Bid Security of the total bid price must accompany the bid package. The bid bond, Letter of Credit, Certified Check or Cashier's Check will serve as Bid Security for this procurement.**
- [X] 12. **PERFORMANCE GUARANTEE:** Bidders who are awarded a contract under this solicitation, guarantee that goods will be delivered or required services performed within the time specified. Failure to perform the contract in a satisfactory manner may be cause for suspension or debarment from doing business with the Government of Guam. In addition, the Government will hold the Vendor liable and will enforce the requirements as set forth in Section 40 of these General Terms and Conditions.
- [X] 13. **SURETY BONDS:** Bid and Bid Bonds coverage must be signed or countersigned in Guam by a foreign or alien surety's resident general agent. The surety must be an Insurance Company, authorized by the government of Guam and qualified to do business in Guam. Bids will be disqualified if the Surety Company does not have a valid Certificate of Authority from the Government of Guam to conduct business in Guam.
- [X] 14. **COMPETENCY OF BIDDERS:** Bids will be considered only from such bidders who, in the opinion of the Government, can show evidence of their ability, experience, equipment, and facilities to render satisfactory service.
- [X] 15. **DETERMINATION OF RESPONSIBILITY OF BIDDERS:** The Chief Procurement Officer reserves the right for securing from bidders information to determine whether or not they are responsible and to inspect plant site, place of business; and supplies and services as necessary to determine their responsibility in accordance with Section 15 of these General Terms and Conditions. (2 GAR, Div. 4 § 3116)

- [X] 16. **STANDARD FOR DETERMINATION OF LOWEST RESPONSIBLE BIDDER:**
In determining the lowest responsible offer, the Chief Procurement Officer shall be guided by the following:
- a) Price of items offered.
 - b) The ability, capacity, and skill of the Bidder to perform.
 - c) Whether the Bidder can perform promptly or within the specified time.
 - d) The quality of performance of the Bidder with regards to awards previously made to him.
 - e) The previous and existing compliance by the Bidder with laws and regulations relative to procurement.
 - f) The sufficiency of the financial resources and ability of the Bidder to perform.
 - g) The ability of the bidder to provide future maintenance and services for the subject of the award.
 - h) The compliance with all of the conditions to the Solicitation.
- [X] 17. **TIE BIDS:** If the bids are for the same unit price or total amount in the whole or in part, the Chief Procurement Officer will determine award based on 2 GAR, Div. 4, § 3109(o) (2) or to reject all such bids.
- [X] 18. **BRAND NAMES:** Any reference in the Solicitation to manufacturer's Brand Names and number is due to lack of a satisfactory specification of commodity description. Such preference is intended to be descriptive, but not restrictive and for the sole purpose of indicating prospective bidders a description of the article or services that will be satisfactory. Bids on comparable items will be considered provided the bidder clearly states in his bid the exact articles he is offering and how it differs from the original specification.
- [] 19. **DESCRIPTIVE LITERATURE:** Descriptive literature(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The literature furnished must clearly identify the item(s) in the Bid. The descriptive literature is required to establish, for the purpose of evaluation and award, details of the product(s) the bidder proposes to furnish including design, materials, components, performance characteristics, methods of manufacture, construction, assembly or other characteristics which are considered appropriate. Rejection of the Bid will be required if the descriptive literature(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the descriptive literature(s) by the time specified in the Solicitation will require rejection of the bid.
- [] 20. **SAMPLES:** Sample(s) of item(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The sample(s) should represent exactly what the bidder proposes to furnish and will be used to determine if the item(s) offered complies with the specifications. Rejection of the Bid will be required if the sample(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the sample(s) by the time specified in the Solicitation will require rejection of the Bid.
- [] 21. **LABORATORY TEST:** Successful bidder is required to accompany delivery of his goods with a Laboratory Test Report indicating that the product he is furnishing the Government meets with the specifications. This report is on the bidder's account and must be from a certified Testing Association.
- [X] 22. **AWARD, CANCELLATION, & REJECTION:** Award shall be made to the lowest responsible and responsive bidder, whose bid is determined to be the most advantageous to the Government, taking into consideration the evaluation factors set forth in this solicitation. No other factors or criteria shall be used in the evaluation. The right is reserved as the interest of the Government may require to waive any minor irregularity in bid received. The Chief Procurement Officer shall have the authority to award, cancel, or reject bids, in whole or in part for any one or more items if he determines it is in the public interest. Award issued to the lowest responsible bidder within the specified time for acceptance as indicated in the solicitation, results in a bidding contract without further action by either party. In case of an error in the extension of prices, unit price will govern. It is the policy of the Government to award contracts to qualified local bidders. The Government reserves the right to increase or decrease the quantity of the items for award and make additional awards for the same type items and the vendor agrees to such modifications and additional awards based on the bid prices for a period of one (1) year on an as needed basis upon the availability of funds after original award. No award shall be made under this solicitation which shall require advance payment or irrevocable letter of credit from the government (2 GAR, Div.4 §1103).
- [X] 23. **MARKING:** Each outside container shall be marked with the Purchase Order number, item number, brief item description and quantity. Letter marking shall not be less than 3/4" in height.
- [X] 24. **SCHEDULE FOR DELIVERY:** Successful bidder shall notify the General Services Agency, Telephone Nos. 475-1707 or 475-713, at least twenty-four (24) hours before delivery of any item under this solicitation.
- [] 25. **BILL OF SALE:** Successful supplier shall render Bills of Sale for each item delivered under this contract. Failure to comply with this requirement will result in rejection of delivery. The Bill of Sale must accompany the items delivered but will not be considered as an invoice for payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.
- [] 26. **MANUFACTURER'S CERTIFICATE:** Successful bidder is required, upon delivery of any item under this contract, to furnish a certificate from the manufacturer indication that the goods meet the specifications. Failure to comply with this request will result in rejection of delivery payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.
- [X] 27. **INSPECTION:** All supplies, materials, equipment, or services delivered under this contract shall be subject to the inspection and/or test conducted by the Government at destination. If in any case the supplies, materials, equipment, or services are found to be defective in material, workmanship, performance, or otherwise do not conform with the specifications, the Government shall have the right to reject the items or require that they be corrected. The number of days required for correction will be determined by the Government.
- [] 28. **MOTOR VEHICLE SAFETY REQUIREMENTS:** The Government will only consider Bids on motor vehicles which comply with the requirements of the National Traffic and Motor Vehicle safety Act of 1966 (Public Law 89-563) and Clean Air Act as amended (Public Law 88-206), that are applicable to Guam. Bidders shall state if the equipment offered comply with these aforementioned Federal Laws.

- [] 29. **SAFETY INSPECTION:** All motor vehicles delivered under this contract must pass the Government of Guam Vehicle Inspection before delivery at destination.
- [] 30. **GUARANTEE:**
- a) **Guarantee of Vehicle Type of Equipment:**
The successful bidder shall guarantee vehicular type of equipment offered against defective parts, workmanship, and performance, for a period of not less than one (1) year after date of receipt of equipment. Bidder shall also provide service to the equipment for at least one (1) year. Service to be provided shall include, but will not be limited to tune ups (change of spark plugs, contact points and condensers) and lubrication (change of engine and transmission oil). All parts and labor shall be at the expense of the bidder. All parts found defective and not caused by misuse, negligence or accident within the guarantee period shall be repaired, replaced, or adjusted within six (6) working days after notice from the Government and without cost to the Government. Vehicular type of equipment as used in this context shall include equipment used for transportation as differentiated from tractors, backhoes, etc.
- b) **Guarantee of Other Type of Equipment:**
The successful bidder shall guarantee all other types of equipment offered, except those mentioned in 30a, above, against defective parts, workmanship, and performance for a period of not less than three (3) months after date of receipt of equipment. Bidder shall also provide service to the equipment for at least three (3) months. All parts found defective within that period shall be repaired or replaced by the Contractor without cost to the Government. Repairs, adjustments or replacements of defective parts shall be completed by the contractor within six (6) working days after notice from the Government.
- (c) **Compliance with this Section is a condition of this Bid.**
- [X] 31. **REPRESENTATION REGARDING ETHICS IN PUBLIC PROCUREMENT:** The bidder or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a Government employee to breach any of the ethical standards and represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth on Chapter 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.
- [X] 32. **REPRESENTATION REGARDING CONTINGENT FEES:** The contractor represents that it has not retained a person to solicit or secure a Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business (**2 GAR, Div.4 §11-4.6.**)
- [X] 33. **EQUAL EMPLOYMENT OPPORTUNITY:** Contractors shall not discriminate against any employee or applicant of employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that employees are treated equally during employment without regards to their race, color, religion, sex, or national origin.
- [X] 34. **COMPLIANCE WITH LAWS:** Bidders awarded a contract under this Solicitation shall comply with the applicable standard, provisions, and stipulations of all pertinent Federal and/or local laws, rules, and regulations relative to the performance of this contract and the furnishing of goods.
- [] 35. **CHANGE ORDER:** Any order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of **2 GAR, Div. 4 § 6101(3)(a)** of the Guam Procurement Regulations.
- [X] 36. **STOP WORK ORDER:** Any stop work order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of **2 GAR, Div.4 §6101(4)(a)** of the Guam Procurement Regulations.
- [X] 37. **TERMINATION FOR CONVENIENCE:** Any termination order for the convenience of the Government issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of **2GAR, Div.4 §6101(10)** of the Government Procurement Regulations.
- [X] 38. **TIME FOR COMPLETION:** It is hereby understood and mutually agreed by and between the contractor and the Government that the time for delivery to final destination or the timely performance of certain services is an essential condition of this contract. If the contractor refuses or fails to perform any of the provisions of this contract within the time specified in the Purchase Order (from the date Purchase Order is acknowledged by vendor), then the contractor is in default. Defaults will be treated subject to and in accordance with the provisions of **2 GAR, Div. 4 § 6101(8)**
- [X] 39. **JUSTIFICATION OF DELAY:** Bidders who are awarded contracts under this Solicitation, guarantee that the goods will be delivered to their destination or required services rendered within the time specified. If the bidder is not able to meet the specified delivery date, he is required to notify the Chief Procurement Officer of such delay. Notification shall be in writing and shall be received by the Chief Procurement Officer at least twenty-four (24) hours before the specified delivery date. Notification of delay shall include an explanation of the causes and reasons for the delay including statement(s) from supplier or shipping company causing the delay. The Government reserves the right to reject delay justification if, in the opinion of the Chief Procurement Officer, such justification is not adequate.

- [X] 40. **SERVICE-DISABLED VETERAN OWNED BUSINESS PREFERENCE:** Bidding is subject to the policy in favor of Service-Disabled Veteran Owned Business as defined in 5 GCA sections 5011 and 5012.
- [X] 41. **LIQUIDATED DAMAGES:** When the contractor is given notice of delay or nonperformance as specified in Paragraph 1 (Default) of the Termination for Default Clause of this contract and fails to cure in the time specified, the contractor shall be liable for damages for delay in the amount of one-fourth of one percent (1%) of outstanding order per calendar day from date set for cure until either the territory reasonable obtains similar supplies or services if the contractor is terminated for default, or until the contractor provides the supplies or services if the contractor is not terminated for default. To the extent that the contractor's delay or nonperformance is excused under Paragraph 40 (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this contract, liquidated damages shall not be due the territory. The contractor remains liable for damages caused other than by delay. **2 GAR, Div. 4 §6101(d).**
- [X] 42. **PHYSICAL LIABILITY:** If it becomes necessary for the Vendor, either as principal, agent or employee, to enter upon the premises or property of the Government of Guam in order to construct, erect, inspect, make delivery or remove property hereunder, the Vendor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence of any accidents, injuries or damages to any person or property during the progress of the work herein covered, and to be responsible for, and to indemnify and save harmless the Government of Guam from the payment of all sums of money by reason of all or any such accidents, injuries or damages that may occur upon or about such work, and fines, penalties and loss incurred for or by reasons of the violations of any territorial ordinance, regulations, or the laws of Guam or the United States, while the work is in progress. Contractor will carry insurance to indemnify the Government of Guam against any claim for loss, damage or injury to property or persons arising out of the performance of the Contractor or his employees and agents of the services covered by the contract and the use, misuse or failure of any equipment used by the contractor or his employees or agents, and shall provide certificates of such insurance to the Government of Guam when required.
- [X] 43. Contract will be cancelled if funds not appropriated or insufficient, and that government will timely inform contractor. 2 GAR, Div.4 §3121(e) (1) (C) and 2 GAR, Div.4 § 3121(e)(1)(D).
- [X] 44. If cancelled, contractor will be reimbursed unamortized reasonably incurred non-recurring costs. 2 GAR, Div.4 § 3121(e) (1) (G).
- [X] 45. **CONTACT FOR CONTRACT ADMINISTRATION:** If your firm receives a contract as a result of this Solicitation, please designate a person whom we may contact for prompt administration.

Name: _____	Title: _____
Address: _____	Telephone: _____

GOVERNMENT OF GUAM
SEALED BID SOLICITATION INSTRUCTIONS

1. BID FORMS:

Each bidder shall be provided with two (2) sets of Solicitation forms. Additional copies may be provided upon request. Bidders requesting additional copies of said forms will be charged per page in accordance with 5 GCA § 10203 of the Government Code of Guam. All payments for this purpose shall be by cash, certified check or money order and shall be made payable to the General Services Agency (EO 86-24).

2. PREPARATIONS OF BIDS:

- a) Bidders are required to examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at bidder's risk.
- b) Each bidder shall furnish the information required by the Solicitation. The bidder shall sign the solicitation and print or type his name on the Schedule. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent are to be accompanied by evidence of this authority unless such evidence has been previously furnished to the issuing office.
- c) Unit price for each unit offered shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the amount column of the Schedule for each item offered. In case of discrepancies between a unit price and extended price, the unit price will be presumed to be correct.
- d) Bids for supplies or services other than those specified will not be considered. Time, if stated as a number of days, means calendar days and will include Saturdays, Sundays, and holidays beginning the day after the issuance of a Notice to Proceed. Time stated ending on a Saturday, Sunday or Government of Guam legal holiday will end at the close of the next business day.

3. EXPLANATION TO BIDDERS:

Any explanation desired by a bidder regarding the meaning or interpretation of the Solicitation, drawings, specifications, etc., must be submitted in writing and with sufficient time allowed for a written reply to reach all bidders before the submission of their bids. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective bidder concerning a Solicitation will be furnished to all prospective bidders in writing as an amendment to the Solicitation if such information would be prejudicial to informed bidders.

4. ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS:

Receipt of an amendment to a Solicitation by a bidder must be acknowledged by signing an acknowledgement of receipt of the amendment. Such acknowledgement must be received prior to the hour and date specified for receipt of bids.

5. SUBMISSION OF BIDS:

- a) Bids and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the Solicitation. The bidder shall show the hour and date specified in the Solicitation for receipt, the Solicitation number, and the name and address of the bidder on the face of the envelope.
- b) Telegraphic bids will not be considered unless authorized by the Solicitation. However, bids may be modified or withdrawn by written or telegraphic notice, provided such notice is received prior to the hour and date specified for receipt (see paragraph 6 of these instructions).
- c) Samples of items, when required, must be submitted within the time specified, unless otherwise specified by the Government, at no expense to the Government. If not destroyed by testing, samples will be returned at bidder's request and expense, unless otherwise specified by the Solicitation.
- d) Samples or descriptive literature should not be submitted unless it is required on this solicitation. Regardless of any attempt by a bidder to condition the bid, unsolicited samples or descriptive literature will not be examined or tested at the bidder's risk, and will not be deemed to vary any of the provisions of this Solicitation.

6. FAILURE TO SUBMIT BID:

If no bid is to be submitted, do not return the solicitation unless otherwise specified. A letter or postcard shall be sent to the issuing office advising whether future Solicitations for the type of Supplies or services covered by this Solicitation are desired.

7. LATE BID, LATE WITHDRAWALS, AND LATE MODIFICATIONS:

- a) Definition: Any bid received after the time and date set for receipt of bids is late. Any withdrawal or modification of a bid received after the time and date set for opening of bids at the place designated for opening is late (Guam Procurement Regulations 2 GAR, Div.4 §3109(k)).
- b) Treatment: No late bid, late modification, or late withdrawal will be considered unless received before contract award, and the bid, modification, or withdrawal would have been timely but for the action or inaction of territorial personnel directly serving the procurement activity.

8. **DISCOUNTS:**

- a) Notwithstanding the fact that prompt payment discounts may be offered, such offer will not be considered in evaluating bids for award unless otherwise specified in the Solicitation. However, offered discounts will be taken if payment is made within the discount period, even though not considered in the evaluation of bids.
- b) In connection with any discount offered, time will be computed from date of delivery and acceptance of the supplies to the destination as indicated in the purchase order or contract. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Government check.

9. **GOVERNMENT FURNISHED PROPERTY:** No material, labor or facilities will be furnished by the Government Unless otherwise provided for in the Solicitation.

10. **SELLER' INVOICES:**

Invoices shall be prepared and submitted in quadruplicate (one copy shall be marked "original") unless otherwise specified. Invoices shall be "certified true and correct" and shall contain the following information: Contract and order number (if any), item numbers, description of supplies or services, sizes, quantities, unit prices, and extended total. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading.

11. **RECEIPT, OPENING AND RECORDING OF BIDS:**

Bids and modifications shall be publicly opened in the presence of one or more witnesses, at the time, date, and place designated in the Invitation for Bids. The name of each bidder, the bid price, and such other information as is deemed appropriate by the Procurement Officer, shall be read aloud and recorded, or otherwise made available. The names and addresses of required witnesses shall be recorded at the opening. The opened bids shall be available for public inspection except to the extent the bidder designates trade secrets or other proprietary data to be confidential as set forth in accordance with Section 12, below. Material so designated shall accompany the bid and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. Prices, makes and models or catalogue numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary (Guam Procurement Regulations 2 GAR, Div.4 §3109(k))

12. **CONFIDENTIAL DATA:**

If a bidder considers any information submitted in its bid to be confidential, the bidder must identify in writing to the Government those portions which it considers confidential, and must request in writing that those portions be kept confidential. Only trade secrets and proprietary data will be considered confidential. If there is a request for confidentiality, the Government will render a decision on the request as soon as practicable after bids are opened. The Government will advise any bidder requesting confidentiality, of the Government's decision in writing. If the Government does not agree with a bidder's request, then the Government will inform the bidder that it may lodge a protest regarding any part of the Government's decision by following the procedure for protests outlined in Chapter 9 of the Guam Procurement Regulations.

13. **STATEMENT OF QUALIFICATIONS:**

The ability capacity and skill of the Bidders to perform; Whether the bidder can perform promptly or within the specified time; The quality of performance of the Bidder with regards to awards previously made to him; The sufficiency of the financial resources and ability of the bidders to perform; And the compliance with all of the conditions to the solicitation.

14. **AFFIDAVIT RE ETHICAL STANDARDS:**

With respect to this procurement and any other contract that the Contractor may have, or wish to enter into, with any government of Guam agency, the Contractor represents that it has not knowingly influenced, and promises that it will not knowingly influence, any government employee to breach any of the ethical standards set forth in the Guam Procurement Law and in any of the Guam Procurement Regulations.

15. **AFFIDAVIT RE GRATUITIES AND KICKBACKS:**

With respect to this procurement and any other contract that bidder may have or wish to enter into with the Government, the bidder represents that he/she has not violated, is not violating, and promises that he will not violate the prohibition against gratuities and kickbacks set forth in the Guam Procurement Regulations.

16. **CONTRACTOR'S WARRANTY AS TO EMPLOYEES AND SEX OFFENSES. REFERENCE 5 GCA 5253 (b)**

Contractor warrants that no person providing services on behalf of the Contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry.

Contractor warrants that if any person providing services on behalf of Contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction. Any contractor found in violation of this section, after notice from the Government of Guam, after notice from the contracting authority of such violation, shall within twenty-four (24) hours, take corrective action and shall report such action to the contracting authority.

Failure to take corrective action with the stipulated period may result in the temporary suspension of the contract at the discretion of the Government of Guam.

17. WAGE AND BENEFIT COMPLIANCE-CONTRACTORS PROVIDING SERVICES:

(a) Contractor with regard to all person its employs whose purpose in whole or in part is the direct delivery of services contracted for with the Government of Guam in this procurement, shall pay such employees in accordance with the Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct deliverance of deliverables to the government of Guam. 5 GCA § 5801 Contractor shall be responsible for flowing down this obligation to its subcontractors.

(b) The Wage Determination most recently issued by the U.S. Department of Labor at the time this Agreement was awarded to Contractor shall be used to determine wages and benefits which shall be paid to employees pursuant to this clause. 5 GCA § 5801

(c) Should any contract contain a renewal clause, then at the time of renewal adjustments there shall be stipulations contained in that contract for applying the Wage Determination, so that the Wage Determination promulgated by the U.S Department of Labor on a date most recent to the renewal date shall apply. 5 GCA § 5801

(d) In addition to the Wage Determination detailed above, health and similar benefits for employees having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor shall apply. Contractor shall pay a minimum of ten (10) paid holidays per annum per employee. 5 GCA § 5802

Any violation of Contractor or its subcontractors obligations of this section shall be investigated by the Guam Department of Labor and may include a monetary penalty assessment by the Guam Department of Labor of no less than One Hundred Dollars (\$100.00) per day, and no more than One Thousand Dollars (\$1,000.00) per day, until such time as a violation has been corrected, as well as the payment of all back wages and benefits due. 5 GCA § 5803

(f) In addition to any and all other breach of contract actions the Government of Guam may have under this procurement, in the event there is a violation in the process set forth in subsection (e) above, Contractor may be placed on probationary status by the Chief Procurement Officer of the General Service Agency, or its successor, for a period of one (1) year.

During the probationary status, a Contractor shall not be awarded any contract by any instrumentality of the Government of Guam. A Contractor who has been placed on probationary status, or has been assessed a monetary penalty pursuant to 5 G.C.A. Article 13 Title 5 may appeal such penalty or probationary status to the Superior Court of Guam. 5 GCA § 5804

(g) Contractor along with all proposed offerors and submitter under this procurement were required to submit a Declaration of Compliance with Wage Determination laws as part of this procurement with a copy of the most recent Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor. 5 GCA §5805

(h) The applicable USDOL Wage Determination Rate Revision (as defined by subsections (b) and (c)) is to this Agreement. Contractor agrees to provide upon written request by the Government of Guam written certification of its compliance with its obligations as part of each invoice, along with the names of any employees, their positions, and detailed wage and benefits paid in keeping with this section. Additionally upon request by Government of Guam the Contractor shall submit source documents as to those individuals provide direct services in part or whole under this Agreement and its payments to them of such wages and benefits.

18. AFFIDAVIT REGARDING NON-COLLUSION.

The bidder must represent that its offer is genuine and not a sham and that the bidder is not in collusion with others, and that the bidder has not colluded, conspired, connived or agreed, directly or indirectly with any other person or bidder to put in a sham proposal, or to fix the cost of the contract, or to secure any advantage against the government or any person interested in the contract.

19. AFFIDAVIT DISCLOSING OWNERSHIP AND COMMISSIONS.

As a condition of bidding and doing business with the government, a bidder must disclose in the form of an affidavit the names of all persons owning more than ten percent (10%) of the outstanding interest of the bidder's business during the twelve-month period immediately preceding the date the proposal is submitted, including the percentage owned by each person or entity. The same affidavit must also disclose the identity of anyone who has received or is entitled to receive a commission, gratuity, percentage, brokerage or other compensation or contingent arrangement for procuring a contract with the purchasing agency or for assisting the bidder in obtaining business related to this Invitation for Bid, and the value or amounts. Please note that commissions, gratuities, percentages, contingency fees, or other compensation for the purposes stated herein are prohibited by Guam law, except that this prohibition does not apply to fees payable by the bidder upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the bidder for the purpose of securing business.

20. **AFFIDAVIT REGARDING CONTINGENT FEES:**

The bidder must represent, pursuant to Title 2 GAR, Division 4, § 1118(f) and § 11108(h), that it has not retained any person or agency on a percentage, commission, or other contingent arrangements to secure a contract with the government, nor has it retained a person to solicit or secure a contract with the Government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

21. **POLICY IN FAVOR OF SERVICE-DISABLED VETERAN OWNED BUSINESSES:**

P.L. 31-115 (September 20, 2011) 5 GCA § 5011 and § 5012 In the procurement of any supply or service, (except for professional services), if such supply or service is offered by a Service-Disabled Veteran Owned Business "SDVOB", as defined in 5 GCA § 5012, that is at least fifty one percent (51%) owned by service-disabled veteran(s), and if the supply or service is available within the period that is required for the procurement, and the price for the supply or service does not exceed one hundred five percent (105%) of the lowest bidder price, a preference shall be given to that SDVOB by the Government of Guam, and the supply or service shall be purchased from said SDVOB. This shall be in addition to any other procurement benefit the SDVOB may qualify for under Guam law. A business concern is a qualified SDVOB if: (a) the business concern is licensed to do business on Guam; (b) the business concern maintains its headquarters on Guam; (c) the business concern is at least fifty-one (51%) owned by a service-disabled veteran(s) who served in the active U.S. military service, was discharged or released under honorable conditions and whose disability is service-connected as demonstrated by a DD214, and certified by an award letter from the U.S. Department of Veterans Affairs; the DD214 and Disability award letter from U.S. Department of Veterans Affairs are submitted to the Government of Guam procuring agency for every service offered; and the service disabled veteran(s) owner(s) of the business concern has filed individual tax returns on Guam for a period of at least three (3) consecutive years.

22. **MODIFICATION AND TERMINATION OF CONTRACTS FOR SUPPLIES AND SERVICES.**

As referenced in Title 5 GCA, Division 1, Chapter 5, Article 6, §5350 (d), modification of changes in the scope of services is permitted provided that any variations are supported by a written determination that states the circumstances justifying such variation and provided that notice of any such material variation be stated in the IFB.

23. **CONFIDENTIALITY OF TRADE SECRETS AND NON-DISCLOSURE OF DATA.** Any Bidder may designate those portions of the proposals that contain trade secrets or other proprietary data that may remain confidential. If the Bidder selected for award has requested in writing that non-disclosure of trade secrets and other proprietary data so identified, the Government shall examine the request in the proposals to determine its validity prior to entering negotiations. If the Parties do not agree as to the disclosure of data in the contract, Government shall inform the Bidder in writing what portion of the proposal shall be disclosed and that, unless the Bidder withdraws the proposals or protests under Title 5 GCA, Chapter 5, Article 9 (Legal and Contractual Remedies) of the Guam Procurement Act, the proposal shall be so disclosed.

24. **NON-OBLIGATION OF THE GOVERNMENT.**

This Invitation for Bid does not obligate the Government to award a contract for services or supplies.

1. START AND COMPLETION DATES.

The Bidder shall commence work within ten (10) calendar days after receipt of the Agreement signed by the General Services Agency (GSA) Chief Procurement Officer and issuance of a written Notice to Proceed from the GSA with concurrence by the Director of DPHSS.

2. PROGRAM FUNDING.

The services being acquired for this project are dependent on local funds expected to be received from the Government of Guam. It is the intent of the Government to make award and enter into contract when funds are available on October 1, 2016. If funds for this program are not made available for any reason, the Government reserves the right to cancel this procurement consistent with Guam procurement law and regulations.

3. TYPE OF CONTRACT.

Services required under this procurement meet all requirements of a Cost-Reimbursement Cost Contract under Title 2 GAR Division 4, §3119 (e) (3), and shall be used for this award. This contract provides that the Bidder shall be reimbursed for the allowable cost incurred in performing the contract, but shall not receive a fee.

4. TERM OF CONTRACT.

The services required under this procurement meet the conditions of Multi-Term Contracts as set forth in Title 2 GAR Division 4, §3121. As referenced in Title 2 GAR §3121 (e) the term of this procurement is subject to the availability of funds from fiscal year to fiscal year and the Government's determination as to its best interest. This is a Multi-Term Contract. In the event funds are not appropriated or insufficient, the Government will inform the Bidder in a timely manner. In the event of cancellation as provided in 2 GAR Division 4 §3121 (c) (1) (C), the Bidder will be reimbursed the unamortized reasonably incurred, nonrecurring cost, §3121 (e) (1) (g). Cancellation as used in the multi-term contracting means the cancellation of the total requirements for the remaining portion for the contract because funds were not appropriated or otherwise made available. The contract for the first fiscal period shall not be cancelled.

5. RENEWAL TERMS.

At the option of the Government, and as agreed by the Bidder, contract may be renewed for "seven (7) one-year renewal terms". Upon expiration of the final Renewal Term, the contract shall expire, unless sooner terminated.

6. MONTHLY EXTENSION PERIODS. At the option of the Government, and as agreed to by the Bidder, the contract may be extended after the final Renewal Term on a month-to-month basis (each being a "Monthly Extension Period"), to begin immediately after the expiration of the final Renewal Term, provided that in no event may the Parties agree to more than six (6) Monthly Extension Periods. The Monthly Extension Periods may be agreed to by the Parties only if the Government is unable to continue services uninterrupted under a new contract after a new solicitation and procurement is undertaken.

1. **COVER LETTER.** The Bidder shall have a cover letter that accompanies the response to the IFB identifying it as the official response to the IFB, citing the date of publication of the IFB, the IFB number, and published program name. The cover letter shall contain assurances of the following:
 - A. The Bidder understands the requirements and provisions of the IFB and any changes thereto, and is willing and able to provide the services specified in the IFB.
 - B. The Bidder accepts responsibility to be in compliance with all applicable rules, regulations, statutes, and laws pertaining to the program, inclusive of procurement rules and regulations and compliance requirements as stipulated by the Bureau of Social Services Administration, Division of Public Welfare, Department of Public Health and Social Services, Government of Guam.
 - C. The Bidder retains and shall retain the financial capability to provide the required services of this program.
 - D. The Bidder is legally qualified to contract with the Government of Guam.
 - E. The Bidder has not filed for, nor is in the process of filing for bankruptcy.
 - F. The Bidder has not retained a person to solicit or secure a Territorial contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing businesses.
 - G. The Bidder ensures that its employees who directly provide services which are subject to this IFB and whose occupational titles are listed in the Wage Determination issued by the U.S. Department of Labor as made applicable to Guam by Title 5 GCA §5801, now receive or will receive wages and benefits accordingly. The Bidder will comply with the Federal regulations on Wage Determination and will be solely responsible for submitting Standard Form 98, if positions are not listed on the current Wage Determination List.
 - H. The Bidder ensures compliance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996, P.L. 104-191 and the Federal "Standards for Privacy of Individually Identifiable Health Information" promulgated thereunder at 45 CFR Parts 160 and 164.
 - I. The Bidder ensures compliance relative to preventing the inappropriate disclosure and misappropriation of social security numbers (Ref. Article 7, Title 5 GCA, Chapter 32).
 - J. The Bidder is strictly prohibited from employing convicted sex offenders to work directly with clients. The provisions of P.L. 28-98 also apply.
2. **MANDATORY FORMS.** The Guam Procurement Law requires each bidder to make a number of disclosures. Some of the disclosures are required for a bidder to qualify to submit a bid. An explanation of each disclosure follows. For the bidder's ease in making these required disclosures, the purchasing agency is providing sample disclosure forms. They must be completed and included with the proposal. The forms are included in this Section, Mandatory Forms. Failure to complete and submit the forms will automatically disqualify the Bidder's submission to this IFB, as being non-responsive. All notarized affidavits must be prepared no earlier than 30 days prior to submission. Furthermore, all disclosure forms submitted by the bidder awarded the contract will be open to public inspection and copying.
 - A. **PROFILE.** The bidder shall provide background information on its official business name, location, average number of employees, contact information, bidder's staff to manage the program, type of bidder, date of incorporation, and the number of years the bidder has been in business.
 - B. **REQUIRED SIGNATURE.** The authorized official of the submitting bidder shall sign all copies of the cover letter to the proposal. If the bidder is an entity other than a sole proprietor, the entity shall designate an official to act on behalf of the entity in submitting its bid. The designation shall be made as a resolution and memorialized in minutes, as may be appropriate. A copy of the resolution or minutes shall be attached to the cover letter.

BIDDER'S PROFILE

1.	Proposal for:	EMERGENCY SHELTER PROGRAM FOR VICTIMS OF DOMESTIC VIOLENCE AND CHILD ABUSE AND NEGLECT IFB-GSA-087-16 October 1, 2016 – September 30, 2017
2.	Name of Bidder:	
	Address:	
	Telephone Number:	
	Fax Number:	
	Email Address	
3.	Type of Bidder Indicate status, check one:	<input type="checkbox"/> Governmental Unit <input type="checkbox"/> Private, Non-Profit Corporation <input type="checkbox"/> Proprietary Agency <input type="checkbox"/> Private, for-Profit <input type="checkbox"/> Other, Specify: _____
4.	Location of the Bidder's principal place of business	
5.	Location of the proposed place of business, if different from the above	
6.	Date of Incorporation, if applicable	
7.	Number of years in business	
8.	Average number of employees over a period of 12 months	
9.	Name of proposed Program Manager, and contact number	
10.	Name and position title of alternate person in charge in the absence of the Program Manager who shall be responsible for the daily operations of the program, and contact number	

SPECIFICATIONS:

BIDDING ON/REMARKS:

ELIGIBILITY CRITERIA.

- A. The Bidder shall establish clearly written criteria for determining eligibility for services for women who are victims of domestic violence, and their children. The criteria shall include at a minimum, but not limited to the following:
- 1) The woman states that she is or has been a victim of or threatened with domestic violence, or if she is not able to state this, has been referred with a credible report or story that indicates domestic violence dynamics.
- 2) The woman must be willing to cooperate with shelter staff, and agree to obey shelter rules and policies.

The Bidder shall not discriminate in the provision of services on the basis of income, age, race, ethnicity, national origin, marital status, sexual orientation, citizenship status, spoken language, disability, or religion. The Bidder shall not promote a specific religion or lifestyle.

The Bidder ensures that neither shelter nor any other services shall be denied due to the victim's failure to obtain an Order of Protection or police report, or to take other legal action against the perpetrator.

- B. The Bidder shall ensure that children victims of abuse and neglect have been referred by the Child Protective Services (CPS) Section of the BOSSA, DPHSS.

HOURS OF OPERATION.

The Bidder shall ensure that emergency shelter services are available twenty-four (24) hours a day, seven (7) days a week including weekends and holidays.

TYPE OF PROGRAM OR SERVICES.

The Bidder shall provide temporary, emergency shelters. A government-owned facility, as described below in F, shall be used as the emergency shelter for women victims of domestic violence, and their children. The Bidder shall be responsible for providing the emergency shelter facility for children who are victims of abuse and neglect.

- A. Bidder must have a telephone available twenty-four (24) hours a day, seven (7) days a week, including weekends and holidays, to receive calls.
- B. The Bidder shall provide temporary emergency shelter for up to forty-five (45) calendar days from the date of admission for women who are victims of domestic violence, and their children.
- C. The Bidder shall make available twelve (12) slots for extended shelter services beyond emergency status for those cases of domestic violence which have more complicated problems that cannot be resolved within the forty-five (45) day period.
- D. The Bidder shall provide temporary emergency shelter for children who are victims of abuse and neglect for up to three (3) months.
- E. The Bidder shall provide extended shelter services beyond emergency status for those cases of child abuse and neglect which have more complicated problems that cannot be resolved within the three (3) month period.

SPECIFICATIONS:

BIDDING ON/REMARKS:

- F. The shelter to be used for victims of domestic violence is a government-owned facility on Lot No. 10114-NEW-3-2 municipality of Dededo. This shelter facility is approximately 5,490 square feet, fully fenced, and equipped with ten (10) bedrooms, seven (7) bathrooms of which two (2) can accommodate individuals with disabilities, a living room, a kitchen, a pantry, two (2) storage rooms, laundry room, and five (5) multi-purpose rooms. The facility has adequate smoke detectors, and has typhoon shutters. The facility has a controlled courtyard space, and parking space. There is no existing inventory for this facility.
- G. The Bidder shall be responsible for providing a separate shelter facility for children who are victims of abuse and neglect. The shelter shall have adequate bedrooms to accommodate a maximum of twelve (12) children, adequate bathrooms, a kitchen, living room, fenced-in yard space, and parking space. The shelter shall have a private meeting room, conducive to good interviewing.

EMERGENCY SHELTER OPERATIONS.

The Bidder shall provide a safe, secure, stable, and accessible shelter for all clients.

- A. The Bidder ensures that the Emergency Shelter Program for Victims of Domestic Violence and Child Abuse and Neglect complies with all local laws governing health and safety standards and meets requirements of the Uniform Fire Code (P.L. 22-82), Clean Indoor Air Act of 1992 (P.L. 21-139), and Americans with Disabilities Act (ADA).
- B. The Bidder shall provide adequate furnishings and equipment for clients to use for dining, cooking, laundering, recreational, and sleeping activities.
- C. The Bidder shall ensure that the facilities have proper means for disposal of refuse.
- D. The Bidder shall provide a fully equipped and current standard First Aid Kit located in an accessible area of each shelter facility.
- E. The Bidder shall ensure that there is no smoking within any of the shelter facilities and within 20 feet from any entrance or exit of the shelter facilities.
- F. The Bidder shall be responsible for operational and maintenance costs of any equipment, appliances, furniture, vehicles, and supplies placed in the facilities or used for project operations.
- G. The Bidder shall be responsible for operational and maintenance, to include preventive maintenance costs of the government-owned facility in order to ensure delivery of services for the project.
- H. The Bidder ensures that the government-owned facility is maintained and in good repair in accordance with local building codes. This includes, but is not limited to, painting, decorating, plumbing, carpentry, grounds care, and other maintenance and repair work as may be necessary.
- I. The Bidder ensures that it shall not make any modifications or alterations to the government-owned facility without prior written and express approval of the Government.
- J. The Bidder shall have procedures for securing the facilities prior to a typhoon and other disasters, and post-disaster procedures. The typhoon procedures shall include putting up typhoon shutters, clearing movable objects from the yard, and ensuring clients' whereabouts are known.

SPECIFICATIONS:

BIDDING ON/REMARKS:

Post-disaster procedures shall include taking down typhoon shutters, cleaning up debris, cleaning windows and floors, checking for internal damage, ensuring proper drainage both internally and externally to the building.

K. The Bidder shall be responsible for repair or replacement costs for damages to the government-owned facility that were caused by the willful or negligent acts of clients, employees, visitors, contractors, and others.

L. The Bidder shall have house rules and house policies developed for the shelter programs. The house rules for the shelter program for women who are victims of domestic violence shall include, but not limited, to the following:

- Agree to be nonviolent.
- Agree to treat other clients, staff, and the property with respect.
- Agree not to use or sell drugs or illegal substances on the premises.
- Agree to obey fire and other safety regulations.

SUPPORT SERVICES FOR VICTIMS OF DOMESTIC VIOLENCE.

The Bidder shall provide support services to women who are victims of domestic violence, and their children. The following support services shall be provided:

A. **Intake and Interview.** The Bidder shall conduct initial intake screening and interview of women who seek shelter services.

B. **Meals.** The Bidder shall provide food vouchers or three (3) meals a day for clients who are sheltered, except for those clients eligible for the Supplemental Nutrition Assistance Program (SNAP) benefits. Clients with SNAP benefits shall purchase their food. Snacks shall be provided twice a day. All clients, along with their children, shall be immediately provided with a meal upon first arrival at the shelter.

C. **Case Management.** The Bidder shall ensure that clients have a case or service plan or participate in personal goal setting. The Bidder shall discuss and assess clients' needs such as counseling, legal assistance, therapy, and other goals or steps necessary for healing or treatment, or for transition towards a self-sufficient, healthy and independent life. Linkages or referrals to resources shall be made. Changes to the service plan are made as necessary. Upon exit from shelter services, the Bidder may provide transitional case management to track progress of clients, if it is necessary.

D. **Individual and Family Counseling.** The Bidder shall assess clients' needs and functioning, and shall assess children's physical and emotional state upon arrival at the shelter. The Bidder shall provide intensive individual and family crisis counseling.

E. **Emergency Clothing and Supplies.**
The Bidder shall provide emergency clothing, shoes, undergarments, toiletries, school supplies, and other necessities.

F. **Individual, Family, Parental, and Social Functioning.**
The Bidder shall assist clients in individual, family, parental, and social functioning.

G. **Support Group.**
The Bidder shall facilitate a group composed of former abused or battered women, or other women to act as a support group in the current treatment of victims of domestic violence. Referrals or linkages to community advocacy groups shall also be made as needed.

SPECIFICATIONS:

BIDDING ON/REMARKS:

H. Other Support Services.

The Bidder shall provide other support services as applicable or necessary. Services may include, but not limited to, the following:

- 1) Assistance in obtaining temporary restraining orders, or other legal services.
- 2) Referrals or coordination with government agencies, non-profit organizations, relatives, and the community for housing or housing assistance in order to obtain stable or permanent housing. Assistance or guidance with utility hookups or applying for utilities.
- 3) Guidance in applying for public assistance, social services, child care assistance, and other benefits for which they are eligible.
- 4) Referrals or coordination for medical, psychiatric care, or dental care available in the community.
- 5) Counseling on a formal or informal basis, or referrals for counseling on the following areas: career, housing, employment, education, and other areas.
- 6) Transportation to the following: seek work, attend job interviews, seek housing, seek child care, apply for public assistance and other benefits, obtain medical care, seek legal assistance, appearance in court, recreational activities, therapeutic programs, and other destinations.
- 7) Assistance with enrolling children in school.
- 8) Assistance with, or coordination with the community to obtain identification cards, passports, police clearances, court clearances, language translation services, and other documents or services.
- 9) Assistance with, or coordination with the community for job or career development programs, and employment training programs.
- 10) Assistance with, or coordination with the community for training on the following, as needed:
 - Job-preparation workshops such as resume writing, job interviewing skills, skills assessment, dressing for interviews, and other job-readiness or job-seeking skills
 - Basic life skills
 - Independent living skills
 - Socialization skills
 - Relationship skills
 - Self esteem
 - Health education
 - Personal hygiene
 - Nutrition education
 - Meal preparation
 - Literacy classes
 - Basic computer skills

SPECIFICATIONS:

BIDDING ON/REMARKS:

- Budgeting
- Housekeeping
- Financial planning
- Credit repair
- Grocery shopping
- Parenting and caring for children
- Child development
- Conflict resolution
- Anger management
- Domestic violence prevention
- Substance abuse prevention
- Other training topics as necessary

- 11) Assistance with, or coordination with the community for educational classes to obtain a General Educational Development (GED) certificate, or other educational certificates or diplomas.
- 12) Provision of, or access to a computer with internet for use in online job searches, gaining computer literacy skills, doing research, and other uses.
- 13) Assistance with bus passes for verifiable medical appointments, court appointments, or other destinations.
- 14) Assistance with monitoring medication.
- 15) Assistance with family reunification.
- 16) Participation in recreational activities and events such as arts and crafts, music therapy, gardening, exercise program, reading, movies, parades, fairs, hobbies, other children’s activities, and other socialization activities.
- 17) Assistance with or referrals to other support services that help women rebuild self- esteem, learn how to set healthy boundaries in relationships, work toward creating a non-violent environment or family unit, and independent living.

SUPPORT SERVICES FOR CHILDREN WHO ARE VICTIMS OF ABUSE AND NEGLECT.

The Bidder shall provide care and support services to children who are victims of abuse and neglect, and the care and support shall be consistent with their ages and their physical, social, emotional, and educational needs.

- A. **Meals.** The Bidder shall provide appropriate meals that commensurate with the children’s ages. The Bidder shall provide three meals a day, and snacks twice a day.
- B. **Emergency Clothing and Supplies.**
The Bidder shall provide emergency clothing and supplies.
- C. **Casework Services.**
The Bidder ensures that casework services are provided. The Bidder shall perform the following:
- 1) Assess children’s emotional state upon arrival at the shelter.
- 2) Assess children’s needs and functioning.

SPECIFICATIONS:	BIDDING ON/REMARKS:
3) Maintain a log of children’s daily activities and behaviors. The log shall be available to the CPS Section of the BOSSA, DPHSS upon request.	
4) Ensure that children are linked with needed services. Document all services received by the children and maintain in the casefile.	
5) Participate in wraparound, Individual Education Plan, or other interagency or interdisciplinary meetings regarding the children, in coordination with the CPS Section of the BOSSA, DPHSS.	
6) Maintain a log of children’s medication that is given or administered.	
7) Communicate, coordinate, and collaborate on a regular basis, no less than once a week, with the CPS caseworker or CPS Section Supervisor on all matters relative to the children’s needs and case plan.	
8) The Bidder shall immediately notify the CPS Section or CPS caseworker on any crisis or emergency-related matter concerning the children.	
D. Medical, Dental, and Nutritional Needs. The Bidder ensures that children’s medical, dental, and nutritional needs are addressed.	
E. Developmental Needs. The Bidder ensures that children’s developmental needs are addressed.	
F. Coordination for Mental Health Needs. The Bidder ensures that coordination is made with the CPS Section of the BOSSA, DPHSS for the child’s need for mental health treatment or services.	
The Bidder shall report to the CPS Section of the BOSSA, DPHSS any treatments, observations, or other pertinent information received or communicated by mental health professionals during the child’s visits for mental health services.	
G. School Registration and Transportation. The Bidder shall ensure that children are registered in school if indicated.	
The Bidder ensures that transportation and escort to school is arranged for.	
H. Counseling and Play Therapy. The Bidder ensures that crisis counseling is provided to children, and play therapy is provided as necessary.	
I. Transportation. The Bidder ensures that children are transported to their appointments, recreational activities, and other necessary destinations.	
J. Coordination for Psychological Treatment. The Bidder ensures that recommendations for psychological treatment are submitted to the CPS Section of the BOSSA, DPHSS.	
K. Recreational Activities. Bidder ensures that children are provided the opportunity to participate in recreational activities to include sports, television, reading, summer camps, hobbies, music, movies, fairs, parks, arts and crafts, other children’s activities, and other socialization activities.	
VEHICLES. The Bidder ensures that vehicles purchased through program funds are maintained, and have the capacity to transport individuals with disabilities.	
A. The Bidder shall maintain a vehicle log for each vehicle. The log shall contain information on the date, time, name of driver, destination, and mileage. The log shall be available to the Government for inspection.	

<u>SPECIFICATIONS:</u>	<u>BIDDING ON/REMARKS:</u>
B. The Bidder shall ensure that vehicles used for the program are kept clean, have a First Aid Kit, and a fully charged fire extinguisher.	_____
C. The Bidder shall ensure there is no smoking in vehicles used for the program whether or not there are clients being transported in the vehicles.	_____

TEMPORARY RELOCATION OR MOVEMENT OF CHILDREN WHO ARE VICTIMS OF ABUSE AND NEGLECT FROM THE EMERGENCY SHELTER.

There shall be no temporary relocation or movement of the children from the emergency shelter for any reason, without consultation with and approval from the BOSSA, DPHSS.

PROGRAM MANAGER.

The Program Manager for the program shall be responsible for the overall management of the shelters and ensure that services and facilities are in accordance with the agreed upon scope of work.

A. <u>Qualifications:</u>	
1) Possess a Bachelor’s degree in social work, human or behavioral sciences, business administration, or other field, and shall have five (5) years of experience in administrative and supervisory work, and have human services training, or	_____
2) Possess a two-year degree with relevant work experience in emergency shelter programs or similar environment, and have human services training.	_____
B. <u>Responsibilities:</u>	
1) Guide the shelter in accomplishing its overall mission and vision.	_____
2) Manage client services, including intake and discharge procedures.	_____
3) Make work decisions, guide, develop, and implement services and activities responsive to the needs of, and in the interest of target population.	_____
4) Ensure that the shelters meet local and state regulations concerning the health, safety, and capacity requirements.	_____
5) Guide, train, and develop employees, student interns, and volunteers. Evaluate staff and program for effectiveness and efficiency. Conduct regular meetings with staff, or clients to address matters relative to operations or services. Meets with Social Worker or Case Worker for case reviews.	_____
6) Develop and implement activities and services that are responsive to the needs of women who are victims of domestic violence, and their children, and responsive to the needs of children who are victims of abuse and neglect. Ensures clients receive case management and support services. Mediate client concerns.	_____
7) Maintain appropriate staff level to accommodate children staying at the shelter in accordance with applicable regulations.	_____
8) Develop and implement performance and quality improvement processes.	_____

SPECIFICATIONS:

BIDDING ON/REMARKS:

- 9) Develop policies and procedures that address the safety of clients and staff, program implementation, case management and monitoring, management of donations, and other procedures as necessary.
- 10) Ensure the completeness and accuracy of records, inventory, and program reports.
- 11) Conduct community outreach, build community relationships, and network with the community and other organizations to help form partnerships needed to establish continuity of operations and to establish additional resources.
- 12) Participate in job interviews, and select or make recommendations for the shelter program's workers.
- 13) Perform other duties as required or assigned.

SOCIAL WORKER.

The Bidder ensures there is sufficient staff who shall work one-on-one with clients and develop case or service plans, or individual goal-setting to address their unique needs or circumstances.

A. Qualifications:

- 1) Possess a Bachelor's degree in social work from a recognized college or university, or
- 2) Possess a Bachelor's degree in human or behavioral sciences, or other related field, and have one (1) year of social work experience, or
- 3) Have any equivalent combination of experience and training beyond the Bachelor's degree, which provides the minimum knowledge, abilities, and skills.

B. Responsibilities:

- 1) Conduct intake and interviews with clients and other appropriate persons to obtain information on social history and determine eligibility for services.
- 2) Conduct needs assessment, develop case or service plans for clients that address their problems, or current and long-term needs. Amend case plans and allow flexibility as necessary. Complete all forms necessary for the service plan. Participate in case staffing, wraparound, or Individual Education Plan meetings with other professionals or service providers to achieve plans or services.
- 3) Assist in the development and implementation of activities and services that are responsive to the needs of women who are victims of domestic violence, and their children, and to children who are victims of abuse and neglect. Conduct research to achieve service goals.
- 4) Counsel clients to address behavioral and emotional skills or problems.
- 5) Refer clients to community resources or appropriate resources for specialized services. Work with agencies and other government organizations to coordinate services. Assist clients in filling out forms or applications for benefits.
- 6) Complete and update client case files.

SPECIFICATIONS:

BIDDING ON/REMARKS:

- 7) Prepare comprehensive progress and statistical reports on clients served, services provided, and other data.
- 8) Follow up with clients who have exited the domestic violence shelter in order to conduct transitional case management, if necessary.
- 9) Perform other duties as required or assigned.

CASE WORKER OR SHELTER COORDINATOR.

The Bidder has the option to employ a Case Worker or a Shelter Coordinator to assist the Social Worker and Child Care Attendants with their job responsibilities.

SHELTER WORKER. The Bidder shall ensure that there is sufficient staff to oversee the clients and shelter throughout a twenty-four (24) hour period. The Shelter Workers shall work with clients to assist them in a variety of ways while they remain housed at the shelter for victims of domestic violence.

A. Qualifications:

- 1) Possess a High School diploma or have a certificate of General Educational Development (GED), and one (1) year of work experience in homeless or other shelters, or a social service agency or organization, or
- 2) Any equivalent combination of experience and training which provides the minimum knowledge, abilities, and skills.

B. Responsibilities:

- 1) Assist the Social Worker or Case Worker with intake duties. Assist in entering data in the computer, or creating casefiles for clients.
- 2) Assist in coordinating and networking with the community for services for the target population.
- 3) Work with clients to engage them in services, and build on their skills.
- 4) Assist clients with housekeeping duties, such as cleaning, washing clothes, cooking, and other needs that clients may have.
- 5) Ensure clients follow house schedules and house rules.
- 6) Supervise client activities such as recreation, social activities, and others.
- 7) Transport clients to various destinations.
- 8) Observe, prepare reports, and document behaviors, concerns, and complaints made by clients.
- 9) Assist with, or organize shelter fundraisers.
- 10) Perform other duties as required or assigned.

CHILD CARE ATTENDANT.

The Bidder shall ensure that there is sufficient staff to oversee the clients and shelters throughout a twenty-four (24) hour period. The Child Care Attendants shall work with children to assist them in a variety of ways while they remain housed at the shelter for victims of abuse and neglect.

SPECIFICATIONS:

BIDDING ON/REMARKS:

A. Qualifications:

- 1) Possess a High School diploma or have a certificate of General Educational Development (GED), and two years of work involving the care of children, or other childcare duties.
- 2) Any equivalent combination of experience and training which provides the minimum knowledge, abilities, and skills.

B. Responsibilities:

- 1) Provide care, assistance, and emotional support for children. Ensure safe play conditions and follow established security procedures
- 2) Develop and implement activities for children and attentively watch and attend to children.
- 3) Observe and monitor children's daily activities, to include play, rest, meals, behaviors, medication, and functioning or performance.
- 4) Document or report, and communicate to the Social Worker, Case Worker, or Program Manager on the observations made. Provide immediate communication to the Social Worker, Case Worker, or Program Manager on any urgent or crisis situations involving the children. Maintain records on daily observations and information about activities, meals, and medications administered.
- 5) Treat children if injured and complete accident or incident reports.
- 6) Maintain a secure and nurturing environment for the children.
- 7) Teach or instruct children in health and personal habits such as eating, resting, and using toilet.
- 8) Assist the children in recreational and socialization activities.
- 9) Dress, bath, feed, transport, read, and sing to children. Prepare meals for children.
- 10) Perform other duties as required or assigned.

ADMINISTRATIVE ASSISTANT.

A. Qualifications:

- 1) Possess a High School diploma or have a certificate of General Educational Development (GED), and three years of work involving personnel, budget, and other management operations, or
- 2) Any equivalent combination of experience and training which provides the minimum knowledge, abilities, and skills.

B. Responsibilities:

- 1) Compose correspondence, minutes, and other matters requiring executive action.
- 2) Consult with and advise employees and managers in personnel matters.
- 3) Assist in project budgets, maintain ledgers and files, and analyze problems or areas of concern.

SPECIFICATIONS:

BIDDING ON/REMARKS:

- 4) Conduct research on a variety of topics, and compile data and statistics.
- 5) Arrange meetings, trainings, and conferences, and conduct other office matters.
- 6) Make work decisions relative to the organization’s goals and objectives.
- 7) Assist in compiling statistics and completing reports.
- 8) Perform other duties as required or assigned.

MAINTENANCE WORKER.

A. Qualifications:

- 1) Have six (6) months of experience in performing custodial work, including minor maintenance repair work, or
- 2) Any equivalent combination of experience and training which provides the minimum knowledge, abilities, and skills.

B. Responsibilities:

- 1) Perform minor and general maintenance work on plumbing systems, electrical systems, furniture, equipment, and building structures.
- 2) Perform custodial work such as sweeping, mopping, and waxing floors, cleaning windows, doors, and bathrooms, and collecting and disposing trash.
- 3) Perform grounds maintenance.
- 4) Apply safe and sanitary work practices on the job.
- 5) Perform other duties as required or assigned.

CLIENT CASE FILES.

The Bidder shall ensure that client case files are complete and updated and retained for a period of three (3) years.

CLIENT RIGHTS AND RESPONSIBILITIES.

The Bidder shall submit as part of this IFB, standard procedures covering clients’ rights and responsibilities that include compliance and non-compliance to the Domestic Violence Emergency Shelter program’s policies, rules and regulations on the use of the shelters, and wherein such procedures shall respect the rights and values of all clients. The Bidder shall have appeal procedures for clients who are denied shelter services.

RECORDS TO BE MAINTAINED.

The Bidder shall maintain all records required by the Federal regulations specified in 24 CFR Part 570 of the Community Development Block Grant that are pertinent to the activities provided at the facilities. Such records shall include, but not limited to:

- A. Records that provide a full description of the services offered at the facilities so that it can be determined that all the services are eligible under the 24 CFR Part 570 Subpart C (Eligible Activities) of the Community Development Block Grant program regulation.

SPECIFICATIONS:

BIDDING ON/REMARKS:

B. Records necessary to document compliance with 24 CRF Part 570 Subpart K (Other Program Requirements).

ACCESS TO RECORDS.

The Bidder, including its subcontractors if any, shall retain all supporting documents, statistical records, accounting records, and all other records pertinent to the project for a period of three (3) years. The Bidder shall make such materials available at their respective offices at all reasonable times during the Agreement period, for inspection by the Government. Each subcontract by the Bidder pursuant to this Agreement shall include a provision containing the conditions of this Section.

REQUESTS FOR INFORMATION.

The Bidder shall ensure that requests for information by the Government shall be acted upon in a timely and professional manner.

PROJECT REPORTS. The Bidder shall ensure the completion of monthly, quarterly, and annual program and statistical reports. Upon award of the contract under this Invitation for Bid, the Bidder shall meet with the Government to discuss requirements for report formats. The Bidder shall provide other reports as may be required by the Government subsequent to award of a contract. The reports shall be complete and accurate, and provided to the Government no later than ten (10) days after the end of each reporting period.

PROGRAM INCOME.

The Bidder shall establish standard operating procedures that safeguard and account for all contributions and donations in support of the program. All funds generated, received, and spent shall be provided in the Emergency Shelter Program for Victims of Domestic Violence and Child Abuse and Neglect program's monthly, quarterly, and annual reports.

IN-KIND CONTRIBUTIONS.

The Bidder shall report in-kind contributions on the Emergency Shelter Program for Victims of Domestic Violence and Child Abuse and Neglect program's monthly, quarterly, and annual reports.

STANDARD OPERATING PROCEDURES.

The Bidder shall have standard operating procedures developed for the program, To include an employee orientation plan, contingency plan, and an emergency Management plan. The Bidder shall have necessary forms developed for the project. The Government shall inspect the procedures and plans as necessary.

EMERGENCY MANAGEMENT PLAN.

The Bidder shall train staff and volunteers on procedures to follow in the event of emergencies. The Bidder shall post emergency telephone numbers and emergency procedures at the shelters. The Bidder shall have emergency procedures for the following: severe weather or typhoons, fire, earthquake, active shooter or lockdown, medical emergency, power/water outages, and suicide prevention/intervention.

STAFF AND CLIENT POLICIES.

The Bidder shall have staff and client policies developed for the shelter program.

INSPECTION OF FACILITIES.

The Bidder shall allow the Government the right to inspect the offices and facilities to be utilized in this project during the evaluation period to determine their suitability.

PROJECT MONITORING.

The Bidder shall allow the Government the right to monitor the program quarterly, or as necessary. Unannounced, on-site monitoring or inspections shall be conducted as necessary at the shelters, during client activities, on progress reports, policies and procedures, and adherence to health and safety requirements.

SPECIFICATIONS:

BIDDING ON/REMARKS:

IMPROPER ACTIVITIES OF EMERGENCY SHELTER PROGRAM FOR VICTIMS OF DOMESTIC VIOLENCE AND CHILD ABUSE AND NEGLECT STAFF.

The Bidder shall report to the Government in writing within two (2) working days of learning of any improper activities of its staff, which affects the program.

STAFF FILES.

The Bidder shall maintain and update personnel files for all staff members. The files shall include, but not limited, to the following: application for employment, police clearance, court clearance, copy of high school diploma or General Educational Development (GED) certificate as applicable, performance evaluations, medical clearances as applicable, copy of driver's licenses if applicable, copy of Cardio Pulmonary Resuscitation (CPR) and first aid certificates, certifications for specialized field of studies, and other training certificates.

ACCIDENTS AND INCIDENTS.

The Bidder shall inform the Government of any accidents or incidents that involve injury to persons, or damage to the facilities immediately or as soon as the information is known. The Bidder shall provide a written report of such accident or injury to the Government within two (2) business days of the date of the accident or injury. The Bidder shall also provide copies of any reports received or issued regarding the accident or incident within two (2) days of receipt by the Bidder.

INSPECTION REPORTS.

The Bidder shall provide copies of any inspection reports received from other agencies within two (2) business days of receipt by the Bidder.

REPORTING REQUIREMENTS FOR NON-PROFIT ORGANIZATIONS.

The Bidder shall comply with P.L. 33-66, Chapter XIII, Section 6, relative to reporting requirements for non-profit organizations.

REPORTING OF NON-EXPENDABLE PROPERTY UNDER \$5,000.00 IN VALUE.

The Bidder shall maintain an inventory spreadsheet listing all non-expendable equipment under \$5,000.00 transferred from DPHSS or purchased through program funds. The spreadsheet shall also include information on the transfer or removal of such equipment. This spreadsheet shall be updated as necessary and submitted quarterly.

REPORTING OF NON-EXPENDABLE PROPERTY \$5,000.00 OR GREATER IN VALUE.

The Bidder shall maintain an inventory spreadsheet listing all non-expendable equipment \$5,000.00 or greater in value that were transferred from DPHSS or purchased through project funds. Copies of invoices or lease agreements for non-expendable property \$5,000.00 or greater in value, per unit, shall be provided to the Government on a monthly basis. The spreadsheet shall include information on the transfer or removal of such equipment. This spreadsheet shall be updated as necessary and submitted quarterly.

DISPOSAL OF NON-EXPENDABLE PROPERTY \$5,000.00 OR GREATER IN VALUE.

The Bidder shall dispose of non-expendable property \$5,000.00 or greater through a written request to the Government. Upon approval and instructions by the Government, the Bidder shall remove the non-expendable property from the inventory spreadsheet for disposition.

CLIENT CONFIDENTIALITY.

The Bidder shall ensure that any client information is kept confidential and not released in a form that identifies the client unless consent is provided by the client or his or her legal representative.

SPECIFICATIONS:

BIDDING ON/REMARKS:

VOLUNTEERS AND STUDENT INTERNS.

The Bidder shall be responsible for the recruitment, training, licenses and certifications as applicable, and duties of any volunteers and student interns while undergoing training or work at the facilities and with the clients. The Bidder shall issue and ensure that volunteers and interns have proper identification cards while at the facilities at all times.

VOLUNTEER LIABILITY PROTECTION.

As referenced in P.L. 25-38, Chapter 16, Division 2, Title 7, §16103, no volunteer of a non-profit organization or government entity shall be liable for harm caused by an act or omission of the volunteer on behalf of the organization or entity provided the volunteer is in compliance with P.L. 25-38, §16103.

DUPLICATION OF SERVICES.

The Bidder shall ensure that services funded through this program are coordinated with other appropriate services in the community, and that these services do not constitute an unnecessary duplication of services provided by other sources.

AUDIT REQUIREMENTS.

The Bidder shall ensure an annual audit of the program. A copy of the audit report shall be provided to the Government within six (6) months after the end of the fiscal year or service year.

- A. The Bidder shall submit information and resolution on any questioned costs or material weaknesses identified in the annual audit.
- B. The Bidder acknowledges that any questioned costs or material weaknesses not resolved shall be deducted from the contracted amount of the following year's program renewal agreement.

PROGRAM SPECIFIC AUDIT.

The Government shall have the right to have a program specific audit by an independent auditing firm on this program. The Bidder shall ensure full cooperation and compliance in submitted requested information or documents to the auditors in a timely manner.

INSURANCE.

The Bidder shall procure General Liability insurance issued by a company authorized to do business on Guam with minimum limits of not less than \$1,000,000.00 for bodily injuries or death per occurrence, and not less than \$300,000.00 for damages to property. The Bidder shall provide certificates of such insurance to the Government upon request. The Bidder shall report to the Government in writing of any claims filed, and within two (2) business days of the date of filing.

WORKERS COMPENSATION INSURANCE.

The Bidder shall procure Workers Compensation insurance in the form and amount required by the law of the Government of Guam to cover all employees working in any capacity for this program.

PUBLIC LAW 31-73, AN ACT TO ESTABLISH THE ADMINISTRATIVE RULES AND REGULATIONS OF THE DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES RELATIVE TO CHILD CARE FACILITIES AND GROUP CHILD CARE HOMES, UNDER ARTICLE 1 OF CHAPTER 1, DIVISION 1, TITLE 26, GUAM ADMINISTRATIVE RULES AND REGULATIONS, AND IN CONFORMANCE WITH ARTICLE 4, CHILD WELFARE SERVICES ACT, CHAPTER 2, DIVISION 1, TITLE 10, GUAM CODE ANNOTATED:

The Bidder shall ensure full compliance with P. L. 31-73.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).

The Bidder shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996, P.L 104-191 and the Federal "Standards for Privacy and Individually Identifiable Health Information" promulgated under 45 CFR Part 160 and Subparts A and E of Part 164.

<u>SPECIFICATIONS:</u>	<u>BIDDING ON/REMARKS:</u>
<p>COMMUNITY DEVELOPMENT BLOCK GRANT. The Bidder ensures that the operation and administration of the shelter program complies with 24 CFR Part 570, Community Development Block Grant Program.</p>	<hr/>
<p>DRUG FREE WORKPLACE. The Bidder ensures that it will comply with Federal and local drug and smoke-free workplace laws and requirements to include the Drug-Free Workplace Act (DFWA) of 1988 and the Governors Circular No. 89-26 relative to the Governor’s Policy Statement Establishing a Drug-Free Workplace.</p>	<hr/>
<p>WOMEN- AND MINORITY-OWNED BUSINESS ENTERPRISES. The Bidder ensures that it will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this program. As used in this procurement, the term “minority and women business enterprise” means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, “minority group members” are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, Pacific Islander-Americans, and American Indians. The Bidder may rely on written representations by businesses regarding their status as minority and women business enterprises in lieu of an independent investigation.</p>	<hr/>
<p>SOCIAL SECURITY NUMBER CONFIDENTIALITY ACT. The Bidder shall ensure compliance to Article 7, Title 5 GCA, Chapter 32 relative to preventing the inappropriate disclosure and misappropriation of social security numbers.</p>	<hr/>
<p>EQUAL EMPLOYMENT OPPORTUNITY. The Bidder shall be an equal opportunity employer. The Bidder cannot discriminate on the basis of race, religion, color, sex, sexual preference, age, national origin, or disability. The Bidder shall ensure employees are treated equally during employment without regard to their race, religion, color, sex, sexual preference, age, national origin, or disability.</p>	<hr/>
<p>FINANCIAL MANAGEMENT SYSTEM. The Bidder shall ensure the organization has a financial management system that meets the standards of the Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments in financial reporting, accounting records, internal control, budget control, allowable cost, source documentation, and cash management.</p>	<hr/>
<p>PROCUREMENT PROCEDURES AND RECORDS. The Bidder shall ensure that Federal and local laws and regulations are complied with in accordance with 45 CFR Part 92, Uniform Administrative Requirements for Grants and Cooperative Agreements. All equipment and other non-expendable property acquired through this program shall be the property of the Government.</p>	<hr/>
<p>PUBLIC LAW 28-98. The provisions of P.L. 28-98 shall apply to the program. The Bidder is prohibited from employing convicted sex offenders. If any employee of the Bidder is providing services and convicted subsequent to an award of a contract, then the Bidder shall notify the Government of the conviction within twenty-four (24) hours of the conviction, and will remove immediately such convicted person from providing services. The Bidder shall take corrective action within twenty-four (24) hours of notice from the Government, and the Bidder shall notify the Government when action has been taken. The Government, in its sole discretion may temporarily suspend any contract for services until corrective action has been taken.</p>	<hr/>
<p>COMPLIANCE OF APPLICABLE LAWS, RULES, AND REGULATIONS. The Bidder shall comply with all Federal and local laws and ordinances concerning the purchase, handling, preparation, and serving of food, including all health, sanitation, safety rules and regulations, business licenses, and permits.</p>	<hr/>

SPECIFICATIONS:

BIDDING ON/REMARKS:

REPORT OF ABUSE OR NEGLECT.

The Bidder shall report the following to the Government:

- A. The Bidder shall verbally report immediately any suspected cases of abuse or neglect of children and provide a written report within 48 hours to the CPS Section of the BOSSA, DPHSS (Ref. P.L. 20-209).
- B. The Bidder shall verbally report immediately any suspected cases of abuse or neglect of elders and adults who have a disability and provide a written report within 48 hours to the Bureau of Adult Protective Services, Division of Senior Citizens, DPHSS, or its contracted Contractor (Ref. P.L. 19-54 as amended by P.L. 21-33).

PROJECT CHANGES.

The Bidder has the option to make changes to the program at "No Cost" or at a "Negotiated Cost" and shall request such in writing immediately or within twenty-four (24) hours after verbal request and consultation is made with the Government, and if such changes are urgent due to unforeseen events or circumstances, and such changes shall benefit the target population or the community.

Bidder Agrees that there shall be no employee benefits occurring from this Agreement, such as:

- A. Insurance coverage provided by the Government; and
- B. Participation in the Government of Guam retirement system.

Bidder Agrees that there shall be no withholding of taxes to the Government.

Bidder Agrees that he will, within thirty (30) days after any claim accrues arising out of or in connection with the Agreement provided herein, give written notice to the Government and the Attorney General of Guam of such claim, setting forth in detail all the facts relating thereto and the basis for such claim, and that he will not institute any suit or action against the Government in any court or tribunal in any jurisdiction based on any such claim later than one (1) year of such filing. Any action or suit on any claim shall not include any item or matter not specifically mentioned in the proof of claim above specified. It is agreed that if such action or suit is instituted, proof by the Bidder of his compliance with the provisions of this paragraph shall be a condition precedent to any recovery, and that this paragraph does not constitute a waiver of any applicable statute of limitations.

The Government's review, approval, acceptance of, and payment of fees for services required under this Agreement, shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of Bidder's failure of performance of this Agreement and the Bidder shall be and remain liable to the Government for all costs of any kind which may be incurred by the Government as a result of Bidder's negligent performance of any of the services performed under this Agreement.

The Bidder shall be responsible for the professional and technical accuracy of all work and materials furnished under this Agreement. The Bidder shall, without additional cost to the Government, correct or revise all errors or deficiencies in its work.

REMOVAL OF PROGRAM PERSONNEL.

The Government shall have the right to remove from this program, for reasonable cause, any personnel employed or sub-contracted by the Bidder. Reasonable cause shall include, but not limited to, a continuous disregard of Federal and local laws, regulations, policies, and non-compliance with contract provisions.

SPECIFICATIONS:

BIDDING ON/REMARKS:

CHARGING OF VACANT POSITION PENALTY.

The Bidder shall invoice only for those filled positions authorized and funded by the BOSSA, DPHSS. Any invoice reflecting an incorrect charge for personnel shall be disallowed and the monthly invoice shall be assessed a ten percent (10%) penalty of the amount charged to the vacant position from the fourth occurrence on for the duration of the contract period.

APPROVED BUDGET.

The Bidder shall ensure funds are spent in accordance with the budget approved by the Government. Any changes to the approved budget shall require review and approval by the Government. Any unauthorized expense shall be the responsibility of the Bidder.

BIDDER'S COMPENSATION FOR SERVICES.

- A. Upon receipt of the Invitation for Bid award, the Bidder shall provide the BOSSA, DPHSS with a staffing pattern and program budget by specific object categories. This program budget shall be used to process monthly invoices.
- B. The Bidder shall be compensated monthly upon the submission of monthly invoices and payment shall be based upon actual cost less penalties and disallowed costs.
- C. Any unauthorized services rendered by the Bidder shall be considered a disallowable cost and shall be deducted from the monthly invoice.
- D. Compensation based upon the aggregate of the actual costs submitted may be less than the agreed upon compensation but in no event shall it exceed the agreed upon compensation, unless otherwise provided for.
- E. An equitable adjustment to compensation for services may be authorized by the Government if the physical scope of work, time for performance, or services requested are increased or decreased over that agreed to in writing. Any request for modification shall be addressed to the BOSSA, DPHSS.
- F. During any reporting month where there is a discrepancy in the statistical, narrative, or financial reports submitted by the Bidder, and with reasonable written notice by the BOSSA, DPHSS and Bidder fails to correct the discrepancy, ten percent (10%) of the invoiced amount after application of any penalties or disallowed costs shall be withheld until the discrepancy has been resolved to the satisfaction of the BOSSA, DPHSS.
- G. Final payment shall be made upon satisfactory delivery and acceptance of all services as herein specified and performed. Prior to final payment and as a condition precedent thereto, the Bidder shall execute and deliver to the Government a release, in a form approved by the Government, of claims against the Government of Guam arising under and by virtue of an Agreement.
- H. Nonpayment by the Government shall not be considered as grounds for suspension of services by the Bidder.

GENERAL COMPLIANCE WITH LAWS AND REQUIREMENTS.

The Bidder shall ensure compliance with all Federal and local laws, ordinances, and requirements applicable to the project work.

OWNERSHIP OF DOCUMENTS.

All briefs, memoranda and other incidental work or materials furnished hereunder by the Bidder shall be and remain the property of the Government including all publication rights and copyrights interests and may be used by the Government without any additional cost to the Government.

SPECIFICATIONS:

BIDDING ON/REMARKS:

1. TERMINATION.

If the Bidder, after reasonable notice and reasonable opportunity to be heard is terminated by the Government for cause, the Bidder is not eligible to bid or be offered an agreement or renewal for that program for a twenty-four (24) month period following such termination pursuant to 5 GCA §5426 and as otherwise provided by law, rule, or regulation. Either of the parties hereto, may, by written notice to the other, terminate this Agreement in whole or in part at any time, either for convenience or default. Upon such termination, all briefs, reports, summaries, completed work and work in progress, and such other information and materials as may have been accumulated by the Bidder in performing this Agreement shall, in a manner and to the extent determined by the Government, become the property of and be delivered to the Government. If the Agreement is terminated by the Bidder or by the Government for cause, prior to its completion, the Bidder will be paid the reasonable value for services performed that are acceptable to the Government.

2. SEVERABLE PROVISION.

If any provision of this Agreement shall be deemed by a court of competent jurisdiction to be invalid, then such provision shall be deemed stricken from the Agreement and the Agreement shall be enforced according to its remaining valid and subsisting terms and provisions.

3. GOVERNING LAW.

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed by the laws of Guam.

4. INDEMNITY.

The Bidder agrees to save and hold harmless the Government, its officers, agents, representatives, successors and assigns and other Governmental agencies from any and all suits or actions of every nature and kind, which may be brought for or on account of any injury, death, or damage arising or growing out of the acts or omissions of the Bidder, Bidder's officers, agents, servants, or employees under this Agreement.

5. The Government assumes no liability for any accident or injury that may occur to the Bidder, his/her agents, dependents, or personal property during any travel mandated by the terms of this Agreement.

6. UNAVAILABILITY OF FUNDS.

As soon as the Government learns of the unavailability of funds, it shall immediately notify the Bidder whereupon this Agreement shall be deemed rescinded. If such rescission for unavailability of funds occurs, the Bidder will be paid for services rendered or provided up to the point of the rescission.

7. The Government shall not be liable to the Bidder for any work performed prior to the approval of the Agreement by this Governor and the Bidder hereby expressly waives any and all claims for services performed in expectation of the Agreement prior to its approval by the Governor.

The above Emergency Shelter Program for Victims of Domestic Violence and Child Abuse and Neglect Bid Specifications were drafted by personnel of the BOSSA, DPHSS to include, but not limited to the BOSSA Program Coordinator IV.

Reviewed By:
ELIZABETH I. IGNACIO
Program Coordinator

Reviewed By:
LINDA B. RODRIGUEZ
Human Services Administrator

Approved By:
JAMES W. GILLAN
Director, DPHSS